



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FORT WORTH ISD
BOARD OF EDUCATION

Regular Meeting

April 25, 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, April 25, 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, April 24, 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. Playoff Soccer Teams
 - C. New Teacher Competition Winners
4. REPORT/PRESENTATION (*OTHER*)
 - A. Notice of Compliance with Board Member Training Requirements

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7. PUBLIC COMMENT (S and T)	
8. DISCUSSION OF CONSENT AGENDA ITEMS (S and P)	
9. CONSENT AGENDA ITEMS (S and P)	
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1. Approve Ratification of Azure Overage Services	31
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	33
3. Approve Amendment for the Purchase of Television Advertisement for Pre-Kindergarten/Kindergarten Campaign	35
4. Approve Additional Flooring and Flooring Installation Services	43
5. Approve Purchase of Tools and Equipment for District - Wide Operations	45
6. Approve Purchase of Literacy English Language Arts and Reading Teacher and Student Kits	47
7. Approve Purchase of Value-Added Analyses and Roster Verification Support for Teacher Incentive Allotment	55
8. Approve Purchase of Professional Human Resources Cloud Data Collection Services for Employee Engagement	59
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11. Approve Purchase of Distribution Services for Student Mobile Devices	78
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17. Approve Purchase of Network Cabling Upgrades for the Fort Worth Independent School District Professional Development Center	107
18. Approve Purchase of Network Core Equipment for Administration Office and Schools	113
19. Approve Purchase of Network Wireless Equipment	120
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	123
21. Approve Modification of Soccer Field Drainage at T.A. Sims Elementary School	126
22. Approve Fire Alarm Vandalism Repair	130
23. Approve Renewal of Microsoft Enrollment for Education Solutions Program	140
24. Approve Renewal of Private Long-Term Evolution Network	145
25. Approve Consulting Agreement Contract with Fort Worth Independent School District and Child Development Associate Service Program	148
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	150
D. Approve Partner Agreement Between Fort Worth Independent School District and Camp Fire First Texas	165
E. Approve Affiliation Agreement Between Fort Worth Independent School District and the University of Texas Arlington for Social Work Educational Field Experience	170
F. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum	178
G. Approve Memorandum of Understanding Between Fort Worth Independent School District and Invicta Services Group	189

H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Kansas State University	199
I. Approve Resolution Extending the Depository Contract for the Period July 1, 2023 Through June 30, 2025	206
J. Approve Extension of the Performance Contract Between Fort Worth Independent School District and Texas Wesleyan University	209
K. Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)	220
L. Approve Second Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)	227
M. Approve Proposed Board of Education Meeting Dates for the 2023 - 2024 School Year	233
N. Approve Budget Amendment for the Period Ended March 31, 2023	236
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	242
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	246
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	260
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	262
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	264
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	283
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	288
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	291

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

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

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*)

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

14. ACTION ITEMS (*S and P*)

A. Item/Items Removed from Consent Agenda

B. Personnel

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
- B. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- 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.
- 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 Proposed Non-Renewal of Certain Term Contract Employees Pursuant to Chapter 21 of the Texas Education Code and Board Policy DFFB (LOCAL)
- 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 297
- 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 299
- 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 301
- J. Approve Purchase of State Adopted Mathematics Instructional Materials 304
- K. Approve Purchase of Replacement Grease Traps at Eleven Campuses 325
- L. Approve Purchase of Laptops for the Remaining Elementary and Middle Schools 328
- 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)

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

17. ADJOURN (*OTHER*)

REPORT ONLY AGENDA ITEM
BOARD MEETING
April 25, 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

Legislative

Anne Darr
CJ Evans
Tobi Jackson
Camille Rodriguez

After-School Coordinating Board

Wallace Bridges
Quinton Phillips
Roxanne Martinez

Board Audit

Anael Luebanos*
Anne Darr
Dr. Michael Ryan

Policy

Wallace Bridges
CJ Evans
Quinton Phillips
Dr. Michael Ryan

Facilities Master Plan

Dr. Michael Ryan*
Tobi Jackson
Anael Luebanos
Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

Safety and Security

Tobi Jackson*
Roxanne Martinez
Dr. Michael Ryan

Special Safety and Security Blue Ribbon Committee (Ad Hoc)

Roxanne Martinez
Tobi Jackson

** Denotes Committee Chair*

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 Tuesday, April 4, 2023, by Zoom. Trustees Evans, Bridges, Phillips and Ryan were in attendance. Also in attendance were Deputy Superintendent Karen Molinar and Director of Board Policy, Dr. Amanda Coleman.

Trustee Evans opened the meeting then Dr. Coleman provided an overview of the Board Procedural Manual revisions. Each trustee made recommendations for revisions and will provide

the draft manual to all trustees with a deadline of May 12th to submit recommended revisions to take to the Board for adoption at the May 23rd Board meeting.

Policies AEA(LOCAL) and BDAA(LOCAL) were discussed. Recommended revisions will be presented at the next committee meeting.

Lastly Trustee Bridges requested information on candidate residency specific to policy. This information will be provided at the next meeting.

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

Racial Equity:

The Racial Equity Committee met on April 6, 2023. First Vice President Phillips, Second Vice President Martinez, and Trustee Bridges were in attendance. Dr. Chad Davis, Director – Data Analysis and Reporting, apprised committee members of the procedures for requesting data from the Data and Accountability Department.

Dr. Amanda Coleman – Director – Board Policy and Governance, apprised the committee members of the Board policy adoption process and supports available through the Board Policy Office. She informed the committee of the virtual “Policy Info Sessions” available April 17-21 and April 24-27.

Trustee Phillips then presented the subcommittee slates. The committee will convene every other month alternating with subcommittee meetings beginning in May.

Facilities Master Plan:

The committee met on April 10, 2023. Board Members present were President Jackson, Trustee Luebanos, Trustee Ryan and Trustee Rodriguez. Staff members present were Superintendent, Dr. Angelica Ramsey, Deputy Superintendent, Karen Molinar, and Chief Financial Officer, Carmen Arrieta-Candelaria

The committee discussed the progress of the three (3) elementary replacement campuses identified through the 2021 Bond.

Dr. Ramsey and Ms. Molinar shared that two (2) Request for Proposals, or RFPs, will be released focusing on an updated demographic study and a Master Facility Plan.

In anticipation for the Special Board Meeting on April 11, 2023, the committee received an additional update on the Westpark Relief Campus Transition Committee. The recommendation for naming the campus Rolling Hills Elementary will be voted on at the Board Meeting. The

committee also received information about school colors and the mascot chosen by the Westpark Relief Campus Transition Committee, students and parents.

Ms. Molinar shared the scope of summer campus projects that the Division of Operations will be completing throughout the summer.

INFORMATION SOURCES:

Angélica M. Ramsey
Karen Molinar

REPORT ONLY AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **SUPERINTENDENT UPDATE**

STRATEGIC GOAL:

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

District/Community Events:

Since the last Board meeting, I have attended and presented at events across the city. I have continued to attend career day events at different campuses. Those events are always a pleasure. I had the honor of making opening remarks at the U.S. Service Academies Forum and introducing First Sergeant (1SG) Terrence Campbell. I also attended events like the Cesar Chavez/Dolores Huerta March where I had the privilege of being the parade marshal. I attended the NC3 signing day event at Tarrant County College. I spoke at the 2023 LeaderPrime class offered by Leadership Fort Worth.

I was a part of the USC Rossier panel of three (3) women that helped launch an annual woman's conference as part of Dean Pedro Noguera's commitment to support the advancement of women in education. Lastly, I also attended the 2023 Superintendents' Strategy Summit – Budgeting District - Wide for Innovation and Results.

I continue to enjoy my campus visits. I think my favorite event was the Fort Worth ISD Mariachi Extravaganza where our middle and high schools performed on a Saturday.

Entry Plan Update:

We have completed the internal stakeholder engagement process. This month I met with the SASS personnel (LSSPs, Diagnosticians, Program Managers and Related/Itinerant Servicer Personnel) as well as all Teaching and Learning staff. My last group of stakeholder meetings consisted of all CNS personnel as well as all Maintenance/Operations personnel. The Strengths, Weakness, Opportunities, and Threats (SWOT) analysis summary was provided to staff last week. Once the full SWOT is complete, I will place in this report for the Board and public.

INFORMATION SOURCE:

Angélica M. Ramsey, Ed.D.

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 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 Board Workshop on March 7, 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 March 7, 2023 that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 2:30 p.m. at the Fort Worth Independent School District Professional Development Center (PDC), 3150 McCart Avenue, 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 March 2, 2023, at 3:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MARCH 7, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 2, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on March 2, 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 (Arrived at 2:45 p.m. during Executive Session.)
School Board Secretary Carin "CJ" Evans, District 5 (Arrived at 4:02 p.m. during Executive Session.)
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

1. 2:30 PM - CALL BOARD WORKSHOP TO ORDER - BOARD ROOM (OTHER)

President Jackson called the workshop to order at 2:36 p.m.

2. PUBLIC COMMENT (S and T)

No speakers.

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

The workshop was recessed to move into Executive Session at 2:36 p.m.

4. 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)

- 1. Superintendent's Evaluation

- C. Security Implementation (Texas Government §551.076)

- D. Real Property (Texas Government Code §551.072)

5. RECONVENE BOARD WORKSHOP - BOARD ROOM (OTHER).

The workshop was reconvened at 7:39 p.m.

6. ADJOURN (OTHER).

The workshop was adjourned at 7:39 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 March 28, 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 March 28, 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 March 24, 2023, at 4:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING MARCH 28, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on March 24, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on March 28, 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 Sorensen, 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
- Joseph Coburn, Chief of Operations
- Marlon Shears, Chief Information Officer
- Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

President Jackson called the meeting to order at 5:35 p.m.

2. PLEDGES (OTHER)

Executive Director of External and Emergency 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 greeters.

B. Donation of Backpacks from Topgolf Callaway Brands

Claudia Garibay gave the *Backpacks from Topgolf Callaway Brands* recognition.

C. 2023 All-State Musicians and Teachers

Director of Creative Communications, John Cope, gave the *2023 All-State Musicians and Teachers* recognition.

D. Boys and Girls Basketball Teams

Claudia Garibay recognized the *Boys and Girls Basketball Teams*.

E. I.M. Terrell Robotics Team Wins Third Place at State University Interscholastic League (UIL)

John Cope gave the *I.M. Terrell Robotics Team Wins Third Place at State University Interscholastic League (UIL)* recognition.

F. Jump Start Read for the Record 2022 District of the Year

Claudia Garibay gave the *Jump Start Read for the Record 2022 District of the Year* recognition.

G. University Interscholastic League (UIL) Student - Athlete Recognition

John Cope gave the *University Interscholastic (UIL) Student - Athlete* recognition.

President Jackson gave the *Day of Service* recognition.

President Jackson called for a brief recess.

6. CALL PUBLIC HEARING TO ORDER

A. Public Hearing to Discuss the Annual Report of the 2021 - 2022 Texas Academic Performance Report (TAPR)

President Jackson called the Public Hearing to Order at 6:17 p.m.

Associate Superintendent of Accountability and Data Quality, Sara Arispe, Chief of Student Support Services, Cherie Washington, and Assistant Superintendent of Student Support Services, Michael Steinert, presented the *2021 - 2022 Texas Academic Performance Report (TAPR)* to the Board.

B. Public Comment to Discuss the Annual Report of the 2022 - 2023 Texas Academic Performance Report (TAPR).

Speakers:

Kerri Rehmeyer

Steven Poole

Amy Super

7. CLOSE PUBLIC HEARING

President Jackson closed the Public Hearing at 7:07 p.m.

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

No questions.

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

No questions.

8. PUBLIC COMMENT (S and T)

Speakers:

Dr. Elaine Edmonds

Sandra Feil

Jon Hoalridge

Trenace Dorsey-Hollins

Donna Collins

Bart Scott

Kris Kittle

Kenya Alu

Mar'Tayshia

Lutitia Fields

Daniel Bennet

Hollie Plemons

Carlos Turcios

Meridith Bowman

Katherine Hagood

Teena James

Todd Daniel

Kara Waddel

Kerri Rehmeyer

Valeria Nevarez
Amy Super

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

Michael Ryan had a question on Consent Agenda Item 10.B.1. *Approve Amendment of Substitute Teacher Temporary Services.*

CJ Evans had questions on the following Consent Agenda Items:

10.C. *Approve Lease Agreement for Communications Tower Site at Arlington Heights High School.*

10.B.23. *Approve Energy Savings Contract.*

CJ Evans requested Consent Agenda Item 10.B.23. *Approve Energy Savings Contract* be pulled for a separate vote.

Michael Ryan requested Consent Agenda Item 10.B.2. *Approve Amendment for Qualification of Firms for the Provision of Legal Services* be pulled for a separate vote.

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

1. February 14, 2023 - Special Minutes


2. February 28, 2023 - Regular Minutes

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


1. Approve Amendment of Substitute Teacher Temporary Services

 Substitute Teacher Temporary Services











2. Approve Amendment for Qualification of Firms for the Provision of Legal Services

 Amendment of Legal Services

3. Approve Ratification of Emergency Purchase of Environmental Services at Lowery Road Elementary School

 Emergency Purchase of Environmental Services


4. Approve Additional Purchases of Minor Roofing Repairs

-  Minor Roofing Repairs
5. Approve Additional Purchase of Certification Exam Licenses
-  Additional Certification Exam Licenses
6. Approve Purchase of Zoll 3 Automated External Defibrillators for Health Services
-  Automated External Defibrillators
7. Approve Purchase of Technology Equipment for the Financial Services Department
-  Purchase of Technology Equipment
8. Approve Purchase of Computers and Charging Carts for Students at the Leadership Academy at Forest Oak Middle School
-  Computers and Charging Carts
9. Approve Purchase of Internet Service (E-Rate Eligible)
-  Internet Service
10. Approve Purchase of Audio-Visual Displays for the Westpark Relief School
-  Fort Worth ISD - Regular Board Meeting - 2023-03-24T100211.097
11. Approve Purchase of Electronic Visual Displays for 7060 Camp Bowie Boulevard, Fort Worth, Texas
-  Electronic Visual Displays
12. Approve Purchase of Texas Success Initiative Assessment Boot Camp Test Preparation Sessions and Resources for 14 Comprehensive High School Campuses and One School of Choice Combined Session
-  Texas Success Initiative Assessment
13. Approve Purchase of Library Books and Supplies for Westpark Relief Elementary School
-  Library Books and Supplies for Westpark
14. Approve Purchase of Supplemental Instructional Materials for Emergent Bilingual Students Attending Bilingual and English as a Second Language


Summer School for Kindergarten and Grade 1

 Instructional Materials for Emergent Bilingual Students


15. Approve Purchase of Kindergarten - Grade 2 Spanish Literacy and Math Learning Success Kits for Summer Parent/Family Training Sessions

 Learning Success Kits

16. Approve Purchase of English and Spanish Family Reading Book Collections for Multilingual Family Literacy Events

 Family Reading Book Collections


17. Approve Purchase of Pre-Kindergarten/Kindergarten Learning Kits for Newly Enrolled Pre-Kindergarten/Kindergarten Students

 Learning Kits for Newly Enrolled Pre-K and Kindergarten

18. Approve Purchase of the Arts Flex Curriculum Resource Renewal

 Arts Flex Curriculum


19. Approve Purchase of Career and Technical Education Fleet Trucks

 Fleet Trucks

20. Approve Purchase of Career and Technical Education Fleet Suburbans

 Fleet Suburbans


21. Approve Authorization to Purchase State Adopted Social Studies Instructional Materials

 Social Students Instructional Materials


22. Approve Elevator and Wheelchair Lift Contracted Services


 Wheelchair & Lift


23. Approve Energy Savings Contract


 Energy Savings Contract


24. Approve 2023 Advanced Placement Exam Fees


 Advanced Placement Exam Fees


25. Approve Renewal of Local Area Network Firewall
 -  Local Area Network Firewall


26. Approve Renewal of the Educational Professional Services Agreement with Teach for America
 -  Teach for America


27. Approve Renewal of Email Security Services
 -  Email Security Services


- C. Approve Lease Agreement for Communications Tower Site at Arlington Heights High School
 -  Communications Tower Site

- D. Approve Investment Advisory Agreement Between Fort Worth ISD and Public Trust Advisors
 -  Investment Advisory Agreement

- E. Approve First Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
 -  First Reading - Revisions - Board Policies

- F. Approve Board Appointed Replacement to the District Advisory Committee
 -  DAC Replacement

- G. Approve Budget Amendment for the Period Ended February 28, 2023
 -  Budget Amendment

- H. Approve Budget Amendment for the Period Ended February 28, 2023 for Debt Service Fund
 -  Budget Amendment - Debt Service Fund

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

The meeting was recessed to move into Executive Session at 8:00 p.m.

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)
- 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. Program Change
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

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

The meeting was reconvened at 12:24 a.m.

14. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve and Accept Consent Agenda with the exception of Consent Agenda Item 10.B.2. *Approve Amendment for Qualification of Firms for the Provision of Legal Services* and Consent Agenda Item 10.B.23. *Approve Energy Savings Contract*, which were moved to Action Items..

Before action was taken, CJ Evans made a comment.

The motion was unanimously approved.

15. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

10.B.2. *Approve Amendment for Qualification of Firms for the Provision of Legal Services*

Chief of Risk, Ethics, and Compliance Management, Cynthia Rincón, requested for Consent Agenda Item 10.B.2. *Approve Amendment for Qualification of Firms for the Provision of Legal Services* be pulled from Action Items.

10.B.23. Approve Energy Savings Contract

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Energy Savings Contract.

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

Tobi Jackson made the amended motion to [Remand the Contract Back to Staff] for One (1) Year at the Price of the Three Year Contract, with Two (2), One (1) Year Renewals and with the Same Penalty Clause.

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve the amended motion [Remand the Contract Back to Staff] for One (1) Year at the Price of the Three Year Contract, with Two (2), One (1) Year Renewals and with the Same Penalty Clause..

The motion was approved.

Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

No: CJ Evans, and Anne Darr.

[Remand the Contract Back to Staff] for One (1) Year at the Price of the Three Year Contract, with Two (2), One (1) Year Renewals and with the Same Penalty Clause.

Motion was made by Tobi Jackson, seconded by Michael Ryan, to approve 10.B.23. [Remand the Contract Back to Staff] for One (1) Year at the Price of the Three Year Contract, with Two (2), One (1) Year Renewals and with the Same Penalty Clause..

The motion was approved.

Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Michael Ryan, Anael Luebanos, and Roxanne Martinez.


No: CJ Evans, and Anne Darr.

B. Personnel

No action was taken on this item.

16. ACTION AGENDA ITEMS (S and P)

A. Consider and Take Action to Approve Resolution of the Fort Worth Independent School District Board of Trustees Declaring Program Change

 Program Change - Resolution

Motion was made by Camille Rodriguez, seconded by Roxanne Martinez, to approve Consider and Take Action to Approve Resolution of the Fort Worth Independent School District Board of Trustees Declaring Program Change.

The motion was unanimously approved.

B. Approve Proposed Non-Renewal of ²⁷Certain Term Contract Employees Pursuant of Chapter 21 of the Texas Education Code

Board Counsel made the motion The District's Administrations Recommendation to Propose Non-Renewal of Term Contract Employee for A[undra] Bohanon.

Motion was made by CJ Evans, seconded by Michael Ryan, to approve The District's Administrations Recommendation to Propose Non-Renewal of Term Contract Employee for A[undra] Bohanon.

The motion was unanimously approved.

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

No action was taken on this action agenda item.

- E. 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.


- F. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program

 Additional Spending Authority

Motion was made by CJ Evans, seconded by Wallace Bridges, to approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

- G Approve Purchase of Replacement of Rooftop Units at 22 Elementary Campuses

 Replacement of Rooftops Units

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Purchase of Replacement of Rooftop Units at 22 Elementary Campuses.

The motion was unanimously approved.

- H. Approve Purchase of Interactive Flat Panels and Services for Classrooms at All Leadership Academy Network Campuses and Phalen Leadership Academy at J. M. Jacquet Middle School

 Interactive Flat Panels

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Purchase of Interactive Flat Panels and Services for Classrooms at All Leadership Academy Network Campuses and Phalen Leadership Academy at J. M. Jacquet Middle School.

The motion was unanimously approved.


- I. Approve Purchase of Fiber, Wide Area Network Equipment and Services (E-Rate Eligible)

 Fiber Network

Motion was made by Anael Luebanos, seconded by Quinton Phillips, to approve Purchase of Fiber, Wide Area Network Equipment and Services (E-Rate Eligible).

The motion was unanimously approved.

- J. Approve and Award Request for Proposal for Student Transportation Management System

 Student Transportation Management System

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve and Award Request for Proposal for Student Transportation Management System.

The motion was unanimously approved.


- K. Approve Election of Education Service Center Region 11 Board of Directors

 Region 11 Board of Directors

Action was not required on this action agenda item.

Before action was taken, Ann Darr mentioned she abstained from voting on the Election of Education Service Center Region 11 Board of Directors ballot in Executive Session due to employment.

- L. Authorize Superintendent to Accept the Relinquishment of the Charter and to Mutually End the Contract with Phalen Leadership Academies

 Phalen Leadership Academies

Motion was made by Quinton Phillips, seconded by Anne Darr, to approve and Authorize Superintendent to Accept the Relinquishment of the Charter and to Mutually End the Contract with Phalen Leadership Academies.

The motion was unanimously approved.

- M. Consider the Level III Grievance of Barton Scott (Convene in Closed Session, if Necessary)

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)

Before action was taken, Board Counsel made the motion, it is the Advice of Counsel that the Board Uphold the Level II Grievance on the Basis of Untimeliness; However, Request the Superintendent, Dr. Ramsey, to Review to Issues Raised

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve the Advice of Counsel that the Board to Uphold the Level II Grievance on the Basis of Untimeliness; However, Request the Superintendent, Dr. Ramsey, to Review to Issues Raised.

The motion was unanimously approved.

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

Trustees made comments.

18. ADJOURN (OTHER)

The meeting was adjourned at 12:55 a.m.

/s/ Christian Alvarado
Board of Education

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

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE RATIFICATION OF AZURE OVERAGE SERVICES**

BACKGROUND:

The District leverages Microsoft Azure services to support Career and Technical Education (CTE) learning labs and additional programming and digital content that cannot be run on student-provided District devices. This ratification will cover services provided to students through the end of December 2022. The District has purchased Azure credits for these services and expects any future ratifications to be much less and eventually eliminated, based on the ability to forecast expenditures.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Azure Overage Services
2. Decline to Approve Ratification of Azure Overage Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Azure Overage Services

FUNDING SOURCE: ***Additional Details***

General Fund 199-53-6399-816-999-99-423-000000

COST:

Not-to-Exceed - \$130,000

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Price Quote and IL Contract Summary Required
#21-091-C Technology

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

All Schools

RATIONALE:

The District leverages Microsoft Azure services to support student learning for CTE and other software solutions used by students that cannot be run on their District provided device.

INFORMATION SOURCE:

Marlon Shears

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE AMENDED SET ASIDE AMOUNTS FOR THE SHARED SERVICES AGREEMENT FOR THE PROVISION OF EQUITABLE SERVICES TO PARTICIPATING PRIVATE NONPROFIT SCHOOLS THAT SERVE ECONOMICALLY DISADVANTAGED CHILDREN WHO RESIDE IN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT ATTENDANCE AREA

BACKGROUND:

This is an update to amend the original requested set aside amount for Shared Services Agreement approved during July 26, 2022 Board Meeting to service participating non-profit schools that serve economically disadvantaged children residing in Fort Worth ISD from \$892,369 to \$910,704.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amended Set Aside for the Shared Services Agreement for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area
2. Decline to Approve Amended Set Aside for the Shared Services Agreement for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amended Set Aside for the Shared Services Agreement for the Provision of Equitable Services to Participating Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area

FUNDING SOURCE: Additional Details

Special Revenue 211-21-6239-04Y-999-24-510-000000-23F10
 255-21-6239-04Y-999-24-528-000000-23F28
 263-21-6239-04Y-999-24-590-000000-23F90

COST:

2022 - 2023 Required Set-Aside Not-to-Exceed:

Title I, Part A.....\$594,605
Title II, Part A.....\$287,581
Title III, Part A.....\$28,518
 \$910,704

VENDOR:

Education Service Center Region 11

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area

RATIONALE:

As a Local Education Agency (LEA), Fort Worth ISD is required by law to provide set-aside funds for equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area under Every Student Succeeds Act, ESEA, section 1117 (20 U.S. Code 6320).

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE AMENDMENT FOR THE PURCHASE OF TELEVISION ADVERTISEMENT FOR PRE-KINDERGARTEN/KINDERGARTEN CAMPAIGN**

BACKGROUND:

The District must work through numerous diverse channels to ensure all families are informed and aware of educational opportunities. In an effort to expand our audience, the Communications Department identified a way to reach a great number of Fort Worth residents through targeted Broadcast announcements. This strategy increased our ability to reach Fort Worth residents to share the Back to School, Gold Seal Programs and Schools of Choice, and Pre-Kindergarten (Pre-K) District - Wide campaigns.

We are seeking approval for the additional purchase of \$29,878. This purchase will allow the District to support the Pre-K/Kindergarten campaign to engage a targeted audience of parents, grandparents and other stakeholders in an effort to enroll children in our Pre-K and Kindergarten programs.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Amendment for the Purchase of Television Advertisement for Pre-Kindergarten/Kindergarten Campaign
2. Decline to Approve Amendment for the Purchase of Television Advertisement for Pre-Kindergarten/Kindergarten Campaign
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

General Fund

199-41-6499-001-750-99-104-000000

COST:

\$212,038, plus the addition of \$29,878 for a total amount of \$241,916.

VENDORS:

CBS Station Groups of Texas, Inc.....	\$55,000
NBC Universal, LLC.....	\$50,065
Station Venture Operations, LLP.....	\$49,980
UVN Texas, LP-KUVN.....	\$56,993

Additional Purchase:

UVN Texas, LP-KUVN.....	\$29,878
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PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

FWISD Bid Number: 19-140
Number of Bid/Proposals received: 21
HUB Firms: 3
Compliant Bids: 21

The above bids/proposals have 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 have been selected to support this purchase.

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

Fort Worth ISD schools offering Pre-K and Kindergarten Programs

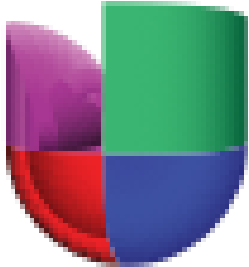
RATIONALE:

Approval will allow the District to continue engaging a targeted audience of parents, grandparents and other stakeholders in a meaningful way and enlist their collaboration in the education of our children.

INFORMATION SOURCE:

Karen Molinar

Exhibit "A"



Pre K Campaign

MAY 7- MAY 21 2023

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Thank you for the continued partnership

Pre-K/ Kindergarten Registration Initiative

Advertising Strategy

- ▶ Register your child for Pre-K and Kindergarten

OUR PROGRAM

- ▶ Fort Worth ISD's Pre-K program is free, and there's a seat for every child. Children attend school from 7:50 a.m. – 2:30 p.m. each day in classrooms that are nurturing, safe spaces that inspire discovery and learning. Kindergarten students will attend school 7:50 a.m. – 3:20 p.m.

Target young parents in Fort Worth informing them of the Pre-Kindergarten/Kindergarten registration open period.

Platform to Use:

- ▶ TV: Univision 23- KUVN
- ▶ Univision Radio: KLNO and KDXX
- ▶ Contigo show interview (Free)

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Thank you for the continued partnership



Univision 23

3

Pre-K/Kindergarten Registration Initiative

5/8-5/21

2 weeks

\$ 27,550 gross

15% Partner Discount

\$ 23,418 net

All-Wks Avrg							Wk 1 - Wk 2					Wk 1	Wk 2
Notes	Rate \$\$	Unit Dur	DP Code	Unit/ WK	Unit Tot						5/8 '23	5/15 '23	
							Adults 18+						
							Prog Name	Rtg	Imp (000)	CPP \$\$	CPM (000)		
Total	\$27550				58			2219.35	\$796	12.42		29	29
Dallas-Ft. Worth Feb23 DMA Nielsen	\$27550				58			2219.35	\$796	12.42		29	29
KUVN-TV	\$27550				58	Univision		2219.35	\$796	12.42		29	29
M-F 5a-7a	\$140	30	EM	5	10	M-F NOTICIAS 23 AM (LOCAL NEWS)	0.2	14.49	\$700	9.66		5	5
M-F 7a-10a	\$400	30	EM	3	6	M-F DESPIERTA AMERICA 3	0.5	32.18	\$900	12.43		3	3
M-F 11a- Free	\$0	30	DT	2	4	M-F NOTICIERO UNIVISION - EDICION	0.5	34.34	\$0	0.00		2	2
M-F 7p-8p	\$1250	30	PT	1	2	M-F PERDONA NUESTROS PECADOS	1.3	80.75	\$962	15.48		1	1
M-F 8p-9p	\$1250	30	PT	3	6	M-F MI CAMINO ES AMARTE (NOVELA) LTC	1.3	82.53	\$962	15.15		3	3
M-F 9p-10p	\$1250	30	PT	1	2	M-F CABO (NOVELA)	1.3	79.78	\$962	15.67		1	1
M-F 10p- Free	\$1250	30	LN	2	4	M-F NOTICIAS 23 - LATE (LOCAL NEWS)	1.3	79.85	\$962	15.65		2	2
M-F 11p- Free	\$0	30	LF	3	6	M-F CONTACTO DEPORTIVO (SPORTS)	0.4	24.25	\$0	0.00		3	3
Sa 7a-10a	\$100	30	K	5	10	SAT PLANETA U (E/I CHILDREN'S)	0.1	8.81	\$1000	11.34		5	5
Su 10a-11a	\$350	30	EM	1	2	SUN AL PUNTO CON JORGE RAMOS	0.6	36.65	\$583	9.55		1	1
Su 12n-2p	\$275	30	WK	1	2	SUN MIDDAY MOVIE	0.6	35.97	\$458	7.65		1	1
Su 7p-9p	\$1000	30	PT	2	4	SUN MOVIES / SPECIALS	0.9	57.36	\$1111	17.43		2	2



Radio: KLNO

4

Pre-K/Kindergarten Registration Initiative

Date: TBD

\$ 7,600 gross

15% Partner Discount

\$ 6,460 net

Media Schedule: \$3,600

Schedule Description:
2023 PreK and Kindergarten

	Daypart	Daypart Code	Spots	Length	Unit Rate	Total Cost	Average Rating	CPP	GRPs	% of GRPs	% of Total Cost	% Reach	Net Reach	Frequency	Gls
Radio Total			36		\$100.00	\$3,600.00	0.8%	\$187.50	18.2	100%	100%	13.8%	215,000	1.4	308,400
KLNO-FM			18		\$125.00	\$2,250.00	0.8%	\$156.25	14.4	75%	63%	10.1%	157,600	1.4	228,000
Flight A - 2 wks (05/08, 05/15)															
			18		\$125.00	\$2,250.00	0.8%	\$156.25	14.4	75%	63%	10.1%	157,600	1.4	228,000
One Week Total			9		\$125.00	\$1,125.00	0.8%	\$156.25	7.2	38%	31%	5.7%	89,000	1.3	114,000
	M-F 10A-3P	MD	3	3:30	\$175.00	\$525.00	0.8%	\$218.75	2.4	33%	47%	2.2%	34,700	1.1	39,300
	M-F 3P-7P	PM	3	3:30	\$200.00	\$600.00	0.9%	\$222.22	2.7	38%	53%	2.3%	36,100	1.1	41,400
	M-Su 6A-10P		3	3:30	\$0.00	\$0.00	0.7%	\$0.00	2.1	29%	0%	2.0%	31,400	1.1	33,300
KDXX-FM			18		\$75.00	\$1,350.00	0.3%	\$281.25	4.8	25%	38%	4.2%	65,200	1.2	80,400
Flight A - 2 wks (05/08, 05/15)															
			18		\$75.00	\$1,350.00	0.3%	\$281.25	4.8	25%	38%	4.2%	65,200	1.2	80,400
One Week Total			9		\$75.00	\$675.00	0.3%	\$281.25	2.4	13%	19%	2.2%	34,900	1.2	40,200
	M-F 10A-3P	MD	3	3:30	\$100.00	\$300.00	0.2%	\$600.00	0.6	25%	44%	0.7%	10,200	1.1	11,100
	M-F 3P-7P	PM	3	3:30	\$125.00	\$375.00	0.4%	\$312.50	1.2	50%	56%	1.1%	16,900	1.1	18,600
	M-Su 6A-10P		3	3:30	\$0.00	\$0.00	0.2%	\$0.00	0.6	25%	0%	0.7%	10,300	1.0	10,500

Retail Activation Package Includes: \$4,000

Qué Buena Talent at your location for two (2) hours with station vehicle and 10x10 station branded tent

- Four (4) :60-second live commercials from your place of business during the remote (2 call-ins per hour)
- Ten (10) :30 second commercials to promote the event on KLNO
- Ten (10) :15 second commercials to promote the event on KLNO
- Social media posts prior to event (3FB/3Twitter)
- Station promotional giveaways
- (Optional) Prize(s) and giveaways courtesy of FWISD

Univision Contigo

- Pre-K and Kindergarten Campaign:
- Community Empowerment Partnership Support
- For the Pre-K and Kindergarten 2023 campaign, below please find details for Contigo En La Comunidad.
- ▶
- Taping details to follow:
- ▶ Taping Date: May 4th
- ▶ Time of Interview: 2:15p-3:15p
- ▶ On-Air Date: May 7th
- ▶ Format: Virtual or in-Studio
- ▶ Contig runs on Univision KUVN 23 @ 9:30am; UniMas KSTR 40 @ 6:30am, 4P Que Buena KLNO, Latino Mix KDXX, Zona MX KFZ0, TUDN KFLC @ 6am
- ▶ **Plus 4 SM Contigo post**



Recap



Station	Wk of 5/8	Wk of 5/15	Gross Cost
UNIVISION TV- KUVN			\$27,550
Radio: KLNO and KDXX			\$7,600
Univision Contigo Support			Partnership Inclusion
			\$35,150 Total (Gross) WITH PARTNER DISCOUNT \$ 29,878 (Net)



Approved by:

Date

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE ADDITIONAL FLOORING AND FLOORING
INSTALLATION SERVICES**

BACKGROUND:

On September 27, 2022, the Board approved the purchase of flooring and installation services for as needed repairs across the District for this fiscal year. The District used the vendors listed below, awarded through cooperative agreements, for a not-to-exceed amount of \$734,776, which was based on previous annual expenditures. District Operations is now requesting an additional not-to-exceed amount of \$200,000 for summer projects. The purpose of this request is for small purchases that would cumulatively exceed the \$50,000 threshold. Any individual project of \$50,000 or more would be presented separately to the Board for approval.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Flooring and Flooring Installation Services
2. Decline to Approve Additional Flooring and Flooring Installation Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Flooring and Flooring Installation Services

FUNDING SOURCE: **Additional Details**

Various Funds Department and Campus Budgets as Determined

COST:

\$200,000 Additional, Not-to-Exceed - \$934,776,000
(*\$734,776,000 Approved on October 25, 2022.*)

VENDORS:

Interface Americas, Inc – *Sourcewell RFP# 080819*
Quality Hardwood Floors – *BuyBoard Contract# 641-21*
Gomez Floor Covering, Inc – *BuyBoard Contract #641-21 and #642-21*

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District Operations
All Schools and Facilities

RATIONALE:

Approval of these services will allow the District Operations Department to continue to respond quickly to minor, necessary flooring repairs during the summer.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: APPROVE PURCHASE OF TOOLS AND EQUIPMENT FOR DISTRICT - WIDE OPERATIONS

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase custodial tools and equipment such as forklifts, walkies, batteries, steels beds, trailers, accessories and storage units as needed across the District. The Department is requesting a not-to-exceed amount of \$338,000 based on previous annual expenditures and planned projects.

Any individual project, contract or purchase order of more than \$50,000 will still require Board approval under policy CH(LOCAL). The not-to-exceed amount is an aggregate with the vendor listed and complies with procurement methods set forth in policy CH(LEGAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Tools and Equipment for District - Wide Operations
2. Decline to Approve Purchase of Tools and Equipment for District - Wide Operations
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Tools and Equipment for District - Wide Operations

FUNDING SOURCE: *Additional Details*

Various Funds Operations Budgets as Determined

COST:

Not-to-Exceed: \$338,000

VENDORS:

Equipment Depot – *Sourcewell Contract #091520*
Williams Scotsman, Inc – *Omnia Contract #21-05*
North Texas Trailers, LLC – *Buy Board Contract #687-22*

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the purchase of tools and equipment will ensure that District Operations can respond quickly to project and supply needs for the District during the 2022 - 2023 school year.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF LITERACY ENGLISH LANGUAGE ARTS AND READING TEACHER AND STUDENT KITS**

BACKGROUND:

The English Language Arts and Reading (ELAR) kits equip stakeholders with tools they need for a successful program implementation, and focus heavily on updating day-to-day processes, activities, and protocols to ensure a coherent approach to literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Literacy English Language Arts and Reading Teacher and Student Kits
2. Decline to Approve Purchase of Literacy English Language Arts and Reading Teacher and Student Kits
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6329-015-256-11-136-000000

COST:

\$184,108.40

VENDOR:

Amplify

PURCHASING MECHANISM:

Competitive Solicitation

RFP Number 22-121

Number of Bids/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:

Westpark Relief Elementary

RATIONALE:

The ELAR kits package is 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, which we recommend for large district-wide adoptions.

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-201580-1
 Date: 1/10/2023
 Expires On: 5/30/2023

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

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas GK Complete Teacher Kit	\$1,400.00	6	0	\$8,400.00	\$0.00
Amplify ELAR Texas GK Complete Student Kit - 1yr (2023-2024)	\$185.00	0	180	\$0.00	\$33,300.00
Amplify TX GK Skills Big Book Set	\$285.00	0	6	\$0.00	\$1,710.00
TOTAL				\$8,400.00	\$35,010.00

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G1 Complete Teacher Kit	\$1,350.00	6	0	\$8,100.00	\$0.00
Amplify ELAR Texas G1 Complete Student Kit - 1yr (2023-2024)	\$178.00	0	180	\$0.00	\$32,040.00
Amplify TX G1 Skills Big Book Set	\$180.00	0	6	\$0.00	\$1,080.00
TOTAL				\$8,100.00	\$33,120.00

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G2 Complete Teacher Kit	\$1,350.00	5	0	\$6,750.00	\$0.00
Amplify ELAR Texas G2 Complete Student Kit - 1yr (2023-2024)	\$178.00	0	150	\$0.00	\$26,700.00
TOTAL				\$6,750.00	\$26,700.00

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G3 Complete Teacher Kit	\$1,280.00	5	0	\$6,400.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit	\$173.00	0	150	\$0.00	\$25,950.00
TOTAL				\$6,400.00	\$25,950.00

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G4 Complete Teacher Kit	\$1,280.00	5	0	\$6,400.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit	\$173.00	0	150	\$0.00	\$25,950.00
TOTAL				\$6,400.00	\$25,950.00

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G5 Complete Teacher Kit	\$1,280.00	4	0	\$5,120.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit	\$173.00	0	120	\$0.00	\$20,760.00
TOTAL				\$5,120.00	\$20,760.00

Shipping & Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$20,126.84	\$3,508.44	\$16,618.40

TOTAL DISCOUNT

\$44,678.44

GRAND TOTAL

\$184,108.40

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](https://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

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF VALUE-ADDED ANALYSES AND ROSTER VERIFICATION SUPPORT FOR TEACHER INCENTIVE ALLOTMENT**

BACKGROUND:

Fort Worth ISD (FWISD) is committed to its mission of preparing all students for success in college, career, and community leadership. FWISD desires to attract new, highly-effective teachers to our highest-need campuses, retain the highly-effective teachers already in the District through competitive compensation, and to improve instructional practices across the District. The Teacher Incentive Allotment (TIA) was established in House Bill 3 by the 86th Texas Legislature to support retention and recruitment of Texas teachers.

The TIA provides a pathway to financially recognize top teachers and serves as a great opportunity to honor the hard work of FWISD’s teachers. The Teacher Incentive Allotment’s (TIA) sole purpose is to recognize highly-effective teachers on three (3) different designation levels: Recognized, Exemplary, and Master. This new and innovative initiative aims to identify, develop, support, and retain highly-effective teachers in hard to staff public schools. The teacher designations generate additional teacher allotment funding for districts in order for them to reward their top performers. The highly-effective teachers will be recommended to the Texas Education Agency State Board of Educator Certification for a designation and receive monetary incentive allotments annually.

FWISD’s implementation began with capturing teacher data during the 2021 - 2022 school year and is on track for every eligible teacher to ultimately be a part of the additional funding. The implementation is predicated on an annual phased-in approach to include new eligibility bands of subjects and grade levels. The data capture year for the school year 2021 - 2022 included all Kindergarten through 8th grade Reading and Math teachers. The 2022 - 2023 data capture year included Pre-Kindergarten, selected secondary core content areas, Dyslexia and selected Career and Technical Education, or CTE. FWISD’s goal is to have all teaching assignments included for eligibility by the 2026 - 2027 school year.

FWISD seeks an experienced analytic partner to develop, integrate, and implement a web-based roster verification system and provide an analytic solution for value-added analyses to comprehensively and validly measure the impact of classroom teachers on student learning and achievement. Additionally, this partner will provide the District with metrics and tools that can be used to quantitatively examine the efficacy of classroom instruction in creating net positive growth in learning and achievement for students. The contract is a renewal beginning in April 2023 and concluding in April 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Value-Added Analyses and Roster Verification Support for Teacher Incentive Allotment
2. Decline to Approve Purchase of Value-Added Analyses and Roster Verification Support for Teacher Incentive Allotment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 196-13-6399-001-XXX-99-105-000000

COST:

Annual - \$302,999

VENDOR:

SAS Institute Inc. Education Visualization and Analytics Solution (EVAAS)

PURCHASING MECHANISM:

Competitive Solicitation

RFP Number: 22-070

Number of Bid/Proposals received: 4

HUB Firms: X* 0

Compliant Bids: 4

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:

All Schools

RATIONALE:

As FWISD continues the implementation of the TIA, it is necessary to provide an analytical diagnostic component to form the evidential bases for recommendations of TIA designations and to quantify congruence between a teacher's ratings in the Texas Teacher Evaluation and Support System (T-TESS) and their value-added or instructional impact on student growth and results. T-TESS is qualitative in nature; therefore, providing congruency measures between the qualitative T-TESS evaluation cycle data and end of year student growth outcomes is critical to the FWISD Teacher Incentive Allotment (TIA).

The District utilized this robust value-added analysis and roster verification system to support the Teacher Incentive. The web-based platform provides transparency to all stakeholders and key data to our staff in regards to teacher designations. The value-added analyses and roster verification support partner will provide FWISD with reliable and unbiased estimates of student growth and teacher impact. As FWISD progresses with its implementation of the Teacher Incentive Allotment, the value-added analyses and roster verification support partner will assist the District with data analysis for designation descriptions and validation of the District's data.

INFORMATION SOURCE:

Raúl Peña



Amendment 1
 ("Amendment")
Order Form
 127498

SAS Institute Inc. (" SAS ") World Headquarters SAS Campus Drive • Cary, North Carolina 27513 Tel: (919) 677 8000 • Fax: (919) 677 4444 http://www.sas.com	Fort Worth Independent School District (" Customer ") 100 N. University Drive Fort Worth, TX 76107
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SAS and Customer agree to modify the Order Form referenced above as follows:

1. Term and Invoice Schedule

Term and Invoice Schedule

	Committed Period	Invoice Date
Subscription Period 2 (April 7, 2023 to April 6, 2024) Web reporting for 2022-2023 School Year	\$302,999	Upon execution of this Order Form

2. General

Except as set forth in this Amendment, all terms of the Order Form remain in effect. This Amendment is the complete and exclusive statement of the parties relating to its subject. Only a written amendment signed by both parties can modify this Amendment.

Accepted By:

Customer

Authorized Signature:

Name:
 Title:
 Date:

SAS

Authorized Signature:

Name:
 Title:
 Date:

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: APPROVE PURCHASE OF PROFESSIONAL HUMAN RESOURCE
CLOUD DATA COLLECTION SERVICES FOR EMPLOYEE
ENGAGEMENT**

BACKGROUND:

Fort Worth ISD utilizes Cloud Services in various capacities for data collection and analysis in order to provide clarity to stakeholders. This platform will be an essential component in the Human Resource spectrum to develop greater capacity and robustness around employee engagement including user controls, centralized governance, survey development, administration, data analysis, and on-line reporting. This will allow the District to improve customer service and stakeholder support for Employees, Hiring Managers, and Applicants in the areas of core services, efficiency, and overall effectiveness. This holistic approach to listening to the voice of customers, employees, and other stakeholders and using the knowledge, understanding, and insights is designed to improve services from Talent Management and the District as a whole. The Talent Management Division will use this service to launch new experiences based on powerful market research to uncover unmet customer and employee needs, and then to continually optimize those experiences as our market and their stakeholders' needs change.

STRATEGIC GOAL:

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

ALTERNATIVES:

1. Approve Professional Human Resource Cloud Data Collection Services for Employee Engagement
2. Decline to Approve Professional Human Resource Cloud Data Collection Services for Employee Engagement
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Professional Human Resource Cloud Data Collection Services for Employee Engagement

FUNDING SOURCE: Additional Details:

General Fund 199-41-6299-001-750-99-105-000000

COST:

\$625,428.66

Cost Breakdown:

(May 1, 2023 - April 30, 2024)	2023 - 2024 School Year.....	\$214,902.34
(May 1, 2024 - April 30, 2025)	2024 - 2025 School Year.....	\$205,263.16
(May 1, 2025 - April 30, 2026)	2025 - 2026 School Year.....	\$205,263.16

VENDOR:

Qualtrics, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

Texas Department of Information Resources - Contract DIR-TSO-4288

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing obtained through the Texas Department of Information Resources Contract DIR-TSO-4288. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

RATIONALE:

Employee Engagement data is used to make program decisions, monitor outcomes, and identify opportunities for better service orientation and stakeholder satisfaction. Adhering to stakeholder feedback will improve Talent Management’s core Department functions and improve efficiency.

INFORMATION SOURCE:

Raúl Peña

Government Price Quotation



Qualtrics at Carahsoft

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



TO: Karen Molinar
 Deputy Superintendent
 Fort Worth ISD
 100 N University Dr
 Fort Worth, TX 76107 USA

FROM: Michelle Gomez-Colon
 Qualtrics at Carahsoft
 11493 Sunset Hills Road
 Reston, Virginia 20190

EMAIL: karen.molinar@fwisd.org

EMAIL: Michelle.Gomez-Colon@carahsoft.com

PHONE: (817) 814-1950

PHONE: (571) 662-3354

FAX: (703) 871-8505

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
 Sales Tax May Apply

QUOTE NO: 37507878
QUOTE DATE: 01/26/2023
QUOTE EXPIRES: 05/01/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$625,428.66

TOTAL QUOTE: \$625,428.66

Government Price Quotation



Qualtrics at Carahsoft

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



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$625,428.66
TOTAL PRICE:						\$625,428.66
TOTAL QUOTE:						\$625,428.66

Qualtrics Terms of Service: <https://www.qualtrics.com/terms-of-service/>

TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

*** Please reference Carahsoft Quote Number 37507878 on a resulting purchase order.

*** By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the order form below.

*** All invoices are due NET 30. Invoices are not subject to acceptance of the services and are due upon receipt of a Carahsoft invoice. Any changes to the payment schedule must be mutually agreed to by the agency and Carahsoft prior to the issuance of a PO.

Includes:

EX Foundational - Employee : up to 10683

360 Feedback - Employee : up to 10683

Order Form

Parties:	Carahsoft Technology Corp 11493 Sunset Hills Road, Suite 100 Reston, VA 20190 United States ("Carahsoft")	Fort Worth Independent School District 100 N University Dr Fort Worth, TX 76107 United States ("Customer")
Effective Date:	The date the order is processed.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit - Professional Services Exhibit 	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics (“**Scheduled Maintenance**”); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Partner or End-Customer-caused event; or (iii) any Force Majeure Event (“**Availability**”).
2. **Scheduled Maintenance.** A minimum of five days’ advance notice will be provided by email to Partner or End Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** “**Downtime**” is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Partner will be entitled, upon written request, to a credit (“**Fee Credit**”) based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Partner is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Partner is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Partner is eligible for a Fee Credit Percentage of 10.0%

Fees Exhibit

License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-May-2023 TO 30-Apr-2024	Cloud Professional	\$205,263.16 \$9,639.18	Effective Date	Net 30	# 37507878
01-May-2024 TO 30-Apr-2025	Cloud Professional	\$205,263.16 \$0.00	01-Apr-2024	Net 30	# 37507878
01-May-2025 TO 30-Apr-2026	Cloud Professional	\$205,263.16 \$0.00	01-Apr-2025	Net 30	# 37507878
Total		USD \$625,428.66			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon Customer’s consent, Qualtrics may issue a press release naming Customer as a customer of Qualtrics.

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]

YEAR 1
37507878

CLOUD SERVICE

EX Use-Case

EX Foundational - Employee : up to 10683
360 Feedback - Employee : up to 10683

YEAR 2
37507878

CLOUD SERVICE

EX Use-Case

EX Foundational - Employee : up to 10683
360 Feedback - Employee : up to 10683

YEAR 3
37507878

CLOUD SERVICE

EX Use-Case

EX Foundational - Employee : up to 10683
360 Feedback - Employee : up to 10683

For definitions of the Usage Metrics above, please refer to: <https://www.qualtrics.com/usage-metric-definitions/>

Professional Services Exhibit

Customer agrees that Carahsoft may use subcontractors to deliver any portion(s) of the Project at Carahsoft's discretion. Carahsoft currently intends to use Isobar. Qualtrics will provide notice to Customer if the delivery subcontractor changes.

Inclusions:-

This is a fixed fee statement of work to support the following items related to the project.

- **Implementation Services:** 42 hours

Statement of Work (SoW): The below statement of work covers Qualtrics implementation services for Fort Worth ISD.

Project Scope: Consultants will provide up to **42 hours** of direct and indirect training and development support related to the district's implementation of the Qualtrics platform, can include the following project areas:

- **Initial Platform Setup:**
 - Initial User Setup (excluding SSO)
 - Contact/XM Directory Setup
 - Up to One Custom Theme
- **EX Foundational Implementation Project: Climate Surveys**
 - Up to 2 Staff Climate Surveys
 - 1 Staff Climate Survey Dashboard
- **EX 360 Implementation Project:**
 - Up to 2 360 Pulse Surveys
 - 1 Pulse Survey Dashboard Integration

Consultants will provide up to **42 hours** of direct and indirect training and development support related to the district's implementation of the Qualtrics platform. Implementation will include the following areas:

Client Responsibilities:

- The client will be responsible for providing the consultant with access to the Qualtrics system, the collection and sharing of needed data files, scheduling and attending agreed-upon consultation sessions, and the application of learning through agreed-upon projects. The client will also be responsible for internal testing of training projects to ensure functionality.

Assumptions:

- **Any deviations from the above scope may result in the need for additional contracted hours. If scope defined above requires more hours, additional contracted hours will be required.**
- Allocated hours do not include engineering services.
- Planned development sessions will occur virtually. Any in-person training requested by the client will be at the expense of the client and is not included in the above amounts.
- The cost includes direct support hours as well as offline consultant preparation time, design time, and tech support on behalf of the client. Total hours will be tracked by the consultant and provided to the client upon request.

ESTIMATED SCHEDULE

Both parties agree to make all commercially reasonable efforts to complete the project and the services in the timeliest fashion possible.



Consultant support will continue until the agreed-upon hours have expired or after 6 months.

Please note that Consultants will not be available to support between Friday at 5:00 PM EST and Monday at 8:00 AM EST. Qualtrics online technical support should be utilized during these times.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF LOCAL AREA NETWORK MAINTENANCE
MANAGED SERVICES SUPPORT (E-RATE ELIGIBLE)**

BACKGROUND:

The District published a Request for Proposal (RFP) #22-080 for Local Area Network managed services support. The third-party contractors will provide on-site and remote support to help ensure the utility and warranty of all networking equipment and dependent services needed for school connectivity. In addition, the contractors will: (a) remove, repair, and replace non-operational (damaged, malfunctioning, or otherwise preventing the network from operating correctly) network equipment; (b) perform troubleshooting and testing of applicable networking devices related to cabling and infrastructure; and (c) maintain and support school wireless network equipment.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Local Area Network Maintenance Manager Services Support (E-Rate Eligible)
2. Decline to Approve Purchase of Local Area Network Maintenance Managed Services Support (E-Rate Eligible)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6249-814-999-99-427-000000

COST:

Not-to-Exceed - \$698,880

Estimated Cost (100%).....	\$698,880
Projected E-Rate Reimbursement (85%).....	\$594,048
Projected District Expense (15%).....	\$104,832

VENDOR:

NETSYNC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP #22-080 E-Rate LAN Maintenance

Bid/Proposal Statistics

Bid Number: 22-080
Number of Bid/Proposals received: 2
HUB Firms: 1
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. 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:

Approval of this item will provide the District with additional support coverage to remediate network issues, help fast-track network projects, and support continual service improvement objectives for Fort Worth ISD school-based local area and wireless networks.

INFORMATION SOURCE:

Marlon Shears

Fort Worth ISD – Managed IT Services

Incident and Problem Management

Netsync will provide a customized service to address the District’s immediate staffing needs. Netsync will deliver scalable staffing options that retain technical parity and deliver prompt, effective service. The following sections outline our assumptions and detail our proposed solution:

1. **ITSM System and Response** – Netsync proposes, based on the noted assumptions, that we leverage the District’s ServiceNow instance for work assignment and asset management.
 - a. The reactive service will respond to work orders/tickets assigned to the Netsync team.
 - b. Netsync will leverage the District’s ServiceNow instance.
2. **Manufacturers’ Equipment** – Per the scope requirements, Netsync asserts that we can provide and support all manufacturers’ hardware models defined as LAN Equipment (routers, switches, wireless access points [APs]), uninterruptible power supplies (UPS), and cabling infrastructure.

Equipment Lists and Manufacturers		
Switches		
Manufacturer	Model	Qty.
Cisco	WS-C4506-E	405
Cisco	WS-C3850-48PW-S	246
Cisco	WS-C3750G-48PS-S	30
Cisco	WS-C3650-48PD-S	61
Cisco	WS-C3650-48FD-L	719
Cisco	WS-C3560G-48PS-S	31
Cisco	WS-C3550-48-SMI	9
Cisco	WS-C2960X/XR	31
Cisco	C9500-24Y4C	3
Cisco	C9300-48UXM	17
Cisco	C9200L-48PXG-4X	3
HP Aruba	CX6300m-JL659A	NA
Wireless Access Points		
Cisco	2802 AP	1,500
Cisco	3802 AP	1,000
Cisco	Catalyst 9100 Series	500
Cisco	Catalyst 9300 Series	500
Cisco	Catalyst 9400 Series	500
HP Aruba	535 Series	2,000

Netsync Managed IT Services are delivered through staffing to meet the requirements of the District.

Hourly Rate Services

The solution will include the following staff and rates:

Resource Type	Total Hours	Price per Hour	Total Resource Price
Technician Supervisor	2,080	\$75.00	\$156,000.00
Lead Technician	2,080	\$75.00	\$156,000.00
Network Technician	2,080	\$62.00	\$128,960.00
Network Technician	2,080	\$62.00	\$128,960.00
Network Technician	2,080	\$62.00	\$128,960.00
		Projected Annual Total	\$698,880.00

This model also assumes a 100% dedicated team available to the District to ensure effective response times.

The skillsets of the Resource Types are as follows:

- **Technician Supervisor** – Single point of contact to ensure appropriate dispatch of technical skillsets to accomplish assigned tasks. Will also ensure appropriate time entry and administrative tasks are completed to track SLAs and completion of all tasks.
- **Lead Technician** – Ensure appropriate documentation of all network elements and updating of network diagrams. Instruct assigned team of all changes to network strategy and configuration. Creation of documentation related to requested maintenance and tasks. CCNA/CCNP required.
- **Network Technician** – Junior level technician role with CCNA level experience to perform all labor and tasks as assigned by the District. Responsible for maintaining the District standards through direction of the Lead Technician.

Fixed Fee Services

Data Drop Repairs:

- Cat5/Cat6 350
- Copper/Fiber Repairs 100

Netsync has partnered with Nationwide Network Technologies, Inc. to provide a reactive service relative to structured cable maintenance and services. Listed below is a pricing table for said services. Netsync has included pricing for net-new cabling and repair work:

Cabling Services		
Service Type	Cable Type	Price
Repair	CAT6	\$200
Repair	Fiber	\$225
Install	CAT6	\$280
Install	Fiber (up to 400' OM3 6 strand)	\$2,100

Netsync assumes all HR responsibilities associated with the members assigned to the District and will manage the ongoing staffing requirements for the length of the contract.

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE PURCHASE OF STUDENT DEVICE REPAIR SERVICES

BACKGROUND:

The District student device program leverages a self-funded device repair strategy. The approval of these services will allow the District to send out devices to a 3rd party repair facility for repair. Devices will be shipped back at a service level agreement established with the District. The repaired devices will return to the District pool of available devices for students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Student Device Repair Services
2. Decline to Approve Purchase of Student Device Repair Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Student Device Repair Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6299-800-999-99-423-000000

COST:

\$179,400

VENDOR:

AGiRepair, Inc.

PURCHASING MECHANISM

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

FWISD RFP# 20-091-C Technology Products, Materials, Services, and Equipment

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

Technology Department

RATIONALE:

Approval of this information technology advisory service will provide the District with resources for strategic decision making for technology initiatives.

INFORMATION SOURCE:

Marlon Shears

AGiREPAIR

Repair. Protection. Buyback. Parts. Provisioning.

AGiRepair, Inc.
220 Huff Avenue, Suite 500
Greensburg, PA 15601
(724) 838-1170
(724) 838-1179 Fax

Quote		Sold To		Ship To		
Quotation Number	1493122	FORT WORTH ISD		FORT WORTH ISD		
Customer	FORT WORTH ISD	100 N UNIVERSITY DR		100 N UNIVERSITY DR		
Customer ID	FORTWORTHISD	FORT WORTH, TX 76107		FORT WORTH, TX 76107		
Quotation Date	03/30/23					
Reference Number				(817) 814-2000 Ext:		
Quote Expiration	4/30/2023			Attn:MARLON SHEARS		
Purchase Order	Reference	Ordered By	Terms	Sales Rep	Shipping Method	Scheduled Ship
TBD		Marlon Shears	Net 30 Days	AB1		03/30/23
Line	QTY	Item Number	Description		Unit Price	Line Total
1	600	REPAIR-MBA-13-A2337-LCD	LCD Repair Service (13" MacBook Air M1)		\$ 299.00	\$179,400.00
2			Bid # 21-091-C			

Subtotal	\$179,400.00
Tax	\$0.00
Payments Received	\$0.00
Balance	<u>\$179,400.00</u>

77 Please note: This is not an invoice. A final invoice will be generated and sent to you separately. Order may be subject to sales tax.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF DISTRIBUTION SERVICES FOR STUDENT MOBILE DEVICES**

BACKGROUND:

Services are needed to distribute student mobile devices to replace aging student computing devices. The services include collecting current student mobile devices, distributing new tablets and recording device hardware information into the District’s asset management system.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Distribution Services for Student Mobile Devices
2. Decline to Approve Purchase of Distribution Services for Student Mobile Devices
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Distribution Services for Student Mobile Devices

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6299-814-XXX-11-427-000000

COST:

\$99,900

VENDOR:

Riverside Technologies Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
BID# 21-091-C

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

Elementary Campuses

RATIONALE:

The distribution of student devices is needed for replacing aged technology.

INFORMATION SOURCE:

Marlon Shears



094754 v2 - Deployment Services for 11,100 iPads

Quote #094754 v2

Prepared For:

Fort Worth ISD

Main
Henry Garcia
100 N University Dr.

Fort Worth , TX 76107

P: (817) 814-4342
E: henry.garcia@fwisd.org

Contract: **21-091-C**

Prepared by:

Riverside Technologies

Terry Kilberg
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388
E: tkilberg@1rti.com

Date Issued:

02.23.2023

Expires:

04.30.2023

Hardware	Price	Qty	Ext. Price
RTFDS-T0024 In Building Deployment Services (11,100 iPads)	\$9.00	11100	\$99,900.00
Subtotal:			\$99,900.00

Quote Summary	Amount
Hardware	\$99,900.00
Total:	\$99,900.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF DISTRIBUTION SERVICES FOR TEACHER MOBILE DEVICES**

BACKGROUND:

Services are needed to distribute teacher mobile devices to replace aging laptops. The services include collecting mobile devices, distributing a new laptop/tablet, and recording device hardware information into the District’s asset management system. This includes device distribution to all elementary and middle school teachers.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Distribution Services for Teacher Mobile Devices
2. Decline to Approve Purchase of Distribution Services for Teacher Mobile Devices
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Distribution Services for Teacher Mobile Devices

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6299-800-999-99-423-000000

COST:

\$70,739

VENDOR:

Delcom Group

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required
TIPS #200105-AV/PC

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

Elementary and Middle School Campuses

RATIONALE:

The distribution of teacher devices is needed for replacing out-of-date technology.

INFORMATION SOURCE:

Marlon Shears



QUOTATION

43563

BILL TO:		JOB LOCATION:	
COMPANY: FORT WORTH ISD	COMPANY: FORT WORTH ISD	DATE: April 3, 2023	
ADDRESS: 100 N. UNIVERSITY DR	ADDRESS: 100 N. UNIVERSITY DR	SALES REP: CARLOS FIGUEROA	
		PHONE:	
FORT WORTH, TX 76107	FORT WORTH, TX 76107	EMAIL: CARLOSF@DELCOMGROUP.COM	
CONTACT: LENORA SCALES	CONTACT: Henry Garcia	CONTRACT # TIPS 200105 AV/PC	
PHONE:	PHONE:		

TITLE:

IT DEPLOYMENT FOR TEACHER DEVICES

SCOPE OF WORK:

SOW:
 Delcom will Pickup Macbooks and ipads from the Technology Warehouse
 Delcom will deliver Macbooks and ipads to each campus
 Campus Distribution to teacher, assignment to Teacher via TipWeb, check to ensure that the teacher can log in and connect to the Promethean Panel. If unable to connect, Delcom will report serial number and room number to Fort Worth ISD.
 Collection of *Teacher Windows Laptop* at time of distribution; scan into TipWeb, deliver devices to the Technology Warehouse.
 AT TIME OF DELIVERY TO CAMPUS PICK UP OLD TEACHER LAPTOPS AND DELIVER TO FORT WORTH WAREHOUSE

ASSUMPTIONS:
 MUST START 1ST WEEK OF MAY 2023
 TEACHERS WILL HAVE LAPTOPS READY FOR PICKUP
 AT EACH CAMPUS, IF OLD TEACHER LAPTOPS ARE NOT READY FOR PICKUP THEN MACBOOKS AND IPAD WILL BE LEFT WITH TECH ON CAMPUS.
 FORT WORTH ISD WILL PROVIDE DELCOM WITH A LIST OF ROOM NUMBERS FOR EACH CAMPUS.

PART NUMBER	PART DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
Teacher Deployment Services				
	Per Device Service	2785.00	\$23.90	\$66,561.50
	Sub-Total			\$66,561.50
	COLLECTION OF OLD TEACHER DEVICES	2785.00	\$1.50	\$4,177.50

Warranty and Maintenance

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.





QUOTATION

43563

SUBTOTAL:	\$70,739.00
SHIPPING:	\$0.00
TAX:	\$0.00
TOTAL:	\$70,739.00

[Delcom Terms and Conditions](#)

[Delcom Terms and Conditions](#)

Please send all Purchase Orders to Orders@delcomgroup.com to prevent processing delays.

Printed: 04/03/2023



Corporate Office
2525B E SH 121, Ste 400
Lewisville, TX 75056
Phone: 214.389.5500 | Fax: 214.389.5505
www.delcomgroup.com

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF OPEN DATA SOLUTIONS SOFTWARE**

BACKGROUND:

The Open Data Portal will provide District families and stakeholders access to intuitive dashboards with the ability to drill down into data areas providing transparency through easily accessible sources of information. Relevant District performance and Key Performance Indicators, or KPIs, will be available.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Open Data Solutions Software
2. Decline to Approve Purchase of Open Data Solutions Software
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Open Data Solutions Software

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-816-999-99-423-000000

COST:

\$230,800

VENDOR:

Innive, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
TIPS Contract #210404

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

District - Wide

RATIONALE:

This platform will provide enterprise public dashboards for District stakeholders.

INFORMATION SOURCE:

Marlon Shears



Budgetary Quote for the K12 360° Analytical Modules

Prepared For:

Fort Worth Independent School District

Submitted On:

Date Issued: April 19, 2023

Address:

5717 Legacy DR Suite # 250

Plano, TX 75024, USA

Contact:

Phone: +1 813 364 0333

Email: sales@inniveinc.com

<http://www.innive.com>

TIPS Contract # 210404

This document provides the Budgetary Pricing summary for the K12 360° open data Solutions to Fort Worth Independent School District (FWISD).

Innive's Solution proposition to FWISD

Innive offers a complete cloud based K12 360 open data Solutions to FWISD.

Open Data

- a. Securely support accountability and transparency with an intuitive public dashboard and catalog.
- b. Support accountability and transparency in a wide area of subjects based on your district's needs. These can include school and district performance, finance transparency, bond project progress reports, HR transparency
- c. Provide the public with information about performance across key student subgroups, like students with disabilities or students experiencing poverty.

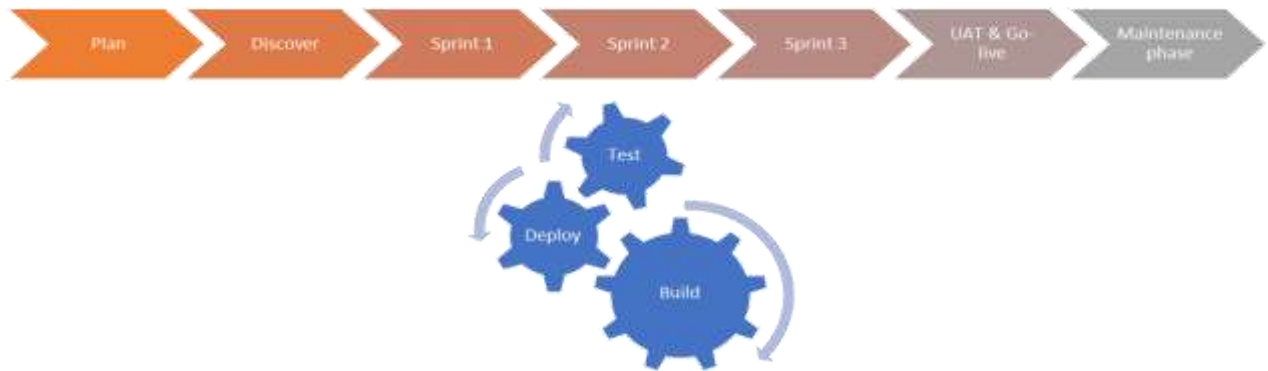
Deployment Schedule

Innive proposal to Fort Worth Independent School District is a fully managed service engagement model, which includes software as a service with full infrastructure, complete data integration on an on-going basis, application support, application and platform upgrades as applicable, bug fixes and ongoing improvements.

1. Data Integration – we will interface or upload data as needed on a periodic basis, handle any changes to structure, address any identified data issues, build KPI and analytical details on an ongoing basis, ensuring that FWISD will be provided with a fully usable, updated system at all times. We will also address minor changes to data models from any of the identified sources.
2. Application Support – we will monitor and manage the system on an ongoing basis, making sure that the application and the services are constantly available.

3. Software Upgrade and Minor Enhancements – we will perform all required maintenance, software upgrades (typically on a quarterly basis), and handle minor enhancements and changes on a regular basis. We will periodically publish the calendar of changes and upgrades.
4. SLA Terms – we pride ourselves in meeting or exceeding the terms of our SLAs (application availability, usability and quality).

We follow an iterative, collaborative, agile scheduling model for delivery of K12 Open Data solutions. We propose an implementation plan over a two-month period (60-day implementation). The timeline can be expedited based on the maturity of the existing district data sources and availability of district resources for data loading and validation.



The indicative schedule for Go-Live for the suggested solution is mentioned below:

Solution	Go Live month (from the start of the engagement)	Remarks
Open Data	Month 2	Agile delivery with features coming in production every month

Pricing

Our pricing model includes two components:

- a. 2022-23 Subscription Costs: This represents the costs to be paid on annual basis, for unlimited use of the K12 Open data Solutions by any number of users as a Fully Managed Service. The costs also include standard Service Level Agreement (SLA) based remote support for availability and functioning. The costs also include bug fixes and quarterly upgrades/enhancements.
- b. Cloud Hosting Charges: This includes the costs of the entire cloud infrastructure, including storage, application and data processing infrastructure to support the solution. The annual subscription cost for a School Year is as detailed below **Year 1***

Description	Student Enrollment	Unit Price (\$ / student)	List Price (\$)	Duration Considered	Net Price (\$)
<i>Open Data</i>	70,000	\$1.44	\$100,800	12 Months	\$100,800
<i>One Time Implementation Fee</i>					\$130,000

*** Term: List Price is for 12 months**

Key Pricing Assumptions:

- a. Contract is effective upon issuance of Purchase Order from FWISD.
- b. The cost per student rate quoted is based on a 12-month contract term.
- c. The subscription price is applicable for FWISD enrollment varying between 65,000 to 75,000 students. Any change outside this range may result in recalculation of the subscription charges. We will do this evaluation at the end of each year.
- d. The subscription is subject to the terms and conditions of the Master Services Agreement to be executed between Innive Inc and FWISD.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: **APPROVE PURCHASE OF INFORMATION TECHNOLOGY
ADVISORY SERVICES****

BACKGROUND:

This license for Information Technology (IT) advisory services for the Chief Information Officer provides resources to inform strategic decisions and initiatives. The membership resources include an assigned service team, access to IT research, diagnostic tools, templates, case studies and performance metrics on trends in IT spending, staffing, unit costs and performance measures. This Executive Program Membership is a one (1) year subscription to the described services and resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Information Technology Advisory Services
2. Decline to Approve Purchase of Information Technology Advisory Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Information Technology Advisory Services

FUNDING SOURCE

Additional Details

General Fund

199-53-6291-001-999-99-418-000000

COST:

\$91,926.08

VENDOR:

Gartner, Inc.

PURCHASING MECHANISM

Cooperative Agreement

Purchasing Support Documents Needed:

Interlocal (IL) – Price Quote and IL Contract Summary Required
DIR-TSO-4099

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

Technology Department

RATIONALE:

Approval of this information technology advisory service will provide the District with resources for strategic decision making for technology initiatives.

INFORMATION SOURCE:

Marlon Shears

APPENDIX D to DIR Contract No. DIR-TSO-4099

**Gartner, Inc. Services Agreement for FORT WORTH INDEPENDENT SCHOOL DISTRICT
 (“Customer”)**

This Service Agreement (“SA”) and DIR Contract No. DIR-TSO-4099 constitutes the complete agreement between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 (“**Gartner**”) and Customer for the Services (as defined below). The SA is based upon and governed by the Contract for Services with the State of Texas Department of Information Services (“DIR”) Contract No. DIR-TSO-4099, between Gartner and DIR, the terms of which are incorporated by reference for use by the Customer. The General Terms contained herein and all applicable Vendor Services Descriptions shall apply to this SA and shall be effective when signed by both parties. Customer agrees to subscribe to the following Services for the term and fees set forth below. All fees shall be as set forth in Appendix C of DIR Contract No. DIR-TSO-4099.

1. DEFINITIONS AND ORDER SCHEDULE

a. Services are the subscription-based research and related services purchased by Customer in the Order Schedule below and described in the Service Descriptions.

b. Service Descriptions, the terms of which are incorporated by reference, are attached to this SA and describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service.

Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Customer adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Summary of Services for FORT WORTH INDEPENDENT SCHOOL DISTRICT

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Executive Programs	Member	1	Marlon Shears	01-MAY-2023	30-APR-2024		
				Term Total	(Excluding applicable taxes)		\$100,283.00
				Estimated Credit	(Excluding applicable taxes)		(\$8,356.92)
				TOTAL	(Excluding applicable taxes)		\$91,926.08
				Total Services:	(Excluding applicable taxes)		\$91,926.08

1-2CLA7ATR 2401 WRD OS FA000112

REPLACEMENT OF SERVICES. Upon execution by both parties, this SA shall cancel the previous Service Agreement or Letter of Agreement dated 01-JUN-2022, between Client and Gartner or any wholly-owned affiliate of Gartner, Inc. (the “Contract”). Client will receive a credit, which represents the portion of the fee paid by Client applicable to the remaining, unfulfilled Term of the Contract. This credit will be applied to the invoice for this Service Agreement between Client and Gartner, and is subject to confirmation of the payment previously made to Gartner or any wholly-owned affiliate of Gartner, Inc.

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs Member	http://sd.gartner.com/sd_ep_member.pdf

3. PAYMENT TERMS

Gartner will invoice Customer in advance for all Services. Payment shall be in accordance with Section 7 of Appendix A of the DIR Contract DIR-TSO-4099.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Customer will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. CUSTOMER BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION
State of Texas Customer:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

General Terms and Guidelines for Vendor's Services

1. This SA for subscription-based research and related services (the "**Services**") is subject to Section 8.B. of Appendix A of the DIR Contract No. DIR-TSO-4099.
2. **Services** are the subscription-based research and related services described herein. Service Descriptions, Names and Levels of Access are as detailed for each product offering. Vendor may periodically update the names and the deliverables for each Service.
3. **Modification of Services by Vendor.** In order to remain current and timely in its Service offerings, Vendor may make minor modifications from time to time in the content of any Service. If Vendor discontinues any Service in its entirety, Customer may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.
4. **Licensed User** is the individual named in the Customer Purchase Order who is licensed to use the Services. Customer will limit access to the Services to the agreed upon number of Licensed Users.
5. **Ownership and Use of the Services.** Vendor owns and retains all rights to the Services not expressly granted to Customer. Only the individuals named in the Customer Purchase Order (each a "**Licensed User**") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Customer agrees to review and comply with the **Usage Guidelines for Gartner Services** ("**Guidelines**"), which are accessible to all Licensed Users via the "Policies" section of www.gartner.com. Among other things, these Guidelines describe how Customer may substitute Licensed Users, excerpt from and/or share Vendor research documents within the Customer organization, and quote or excerpt from the Services externally. Customer may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users without Vendor's prior written permission. Licensed Users may not reproduce or distribute the Services externally without Vendor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by Customer.

Customer may excerpt from the Services for external use only if Customer obtains the prior written approval of Gartner Quote Requests, at quote.requests@gartner.com. Any approved external use of the Services must comply with Vendor's *Copyright and Quote Policy* which may be viewed on the Gartner Vendor Relations section of www.gartner.com. Services may not be stored by Customer on any information storage and retrieval system.

6. **Access to the Services.** ID's for access to Vendor Core Research and Analyst Inquiry may not be shared. Access to the Services is restricted to the number of named individuals (each a "Licensed User") as identified in the Customer Purchase Order.
7. **Monitoring of Usage.** Customer acknowledges and agrees to inform all Licensed Users that Vendor may monitor activity on Vendor's web site, including access to, and use of, the Services by individuals. Upon request, Customer agrees to provide Vendor with assurance from a responsible party (or other relevant evidence) of compliance with these usage terms.
8. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND VENDOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CUSTOMER RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. VENDOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CUSTOMER MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CUSTOMER UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.
9. **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Texas, without reference to its conflict of law principles, venue for disputes shall be Travis County, Texas.
10. **Customer Confidential Information.** To the extent allowable under the Texas Public Information Act, Vendor agrees to keep confidential any Customer-specific information communicated by Customer to Vendor that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Vendor; (3) entered the public domain through no fault of Vendor subsequent to Customer's communication to Vendor; (4) is in Vendor's possession free of any obligation of confidence at the time of Customer's communication to Vendor; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Additionally, Vendor may disclose such information to the extent required by legal process. Customer acknowledges that Vendor is in the business of researching and analyzing information technology and this obligation of confidence shall not apply to information obtained by Vendor's research, analysis or consulting organization(s) from other sources.

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

TOPIC: APPROVE PURCHASE OF MUSIC SOFTWARE SUBSCRIPTIONS

BACKGROUND:

Previously, the Department of Instrumental Music and Vocal and Elementary Music implemented the use of MusicFirst assessment tool for students and teachers with the goal of providing a consistent platform to gauge knowledge, skills, and the growth of each over the instructional year. Through the assessment, deficiencies and areas of strength were assessed to assist with improving student achievement.

The MusicFirst platform includes embedded material for all levels that include fundamental, technical exercises, graded repertoire, infinite amounts of scaffolded sight-reading, a practice platform for any assigned material, as well as the graded assessment tools. All material and assignments on the platform can be accessed by music students through any laptop or smart device.

As Fort Worth ISD (FWISD) desires to attract new, highly effective teachers to our highest-need campuses. MusicFirst is an experienced analytic partner with a developed, integrated, web-based system with roster verification and a value-added analysis to comprehensively and validly measure the impact of classroom music teachers on student learning and achievement. Additionally, this partner will provide the district with metrics and tools that can be used to quantitatively examine the efficacy of classroom instruction in creating net growth in learning and achievement for students. The contract is a renewal for some grade levels, and extension of subscriptions already in place, and additional for others with a start date of May 2023 and end date of June 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Music Software Subscriptions
2. Decline to Approve Purchase of Music Software Subscriptions
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Music Software Subscriptions

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6399-001-XXX-11-150-000000.....	\$111,927.31
	199-11-6299-001-999-99-150-000000.....	\$4,455.00

COST:

\$116,382.31

VENDOR:

Music Sales Digital Services LLC db.'s MusicFirst

PURCHASING MECHANISM:

Cooperative Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing was obtained through The Interlocal Purchasing System TIPS Contract #210101. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Cooperative Contract and MusicFirst Quote

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

All elementary, middle, and high school music programs

RATIONALE:

This subscription provides a comprehensive learning management system for essential knowledge and skills in music education by providing teaching aides, practice platforms and assessment tools that unify learning criteria and goals across the District. This subscription was previously tested by District teachers and specialists and found to provide the most effective platform for our needs. Training is provided to each teacher by the vendor as part of the annual subscription which began in the 2020 - 2021 school year. This purchase will allow our subscription to continue for 2023 - 2024 and add subscription for elementary music.

As FWISD continues implementation of the Teacher Incentive Allotment (TIA), it is necessary to provide an analytical diagnostic component to form the evidential bases for recommendations of TIA designations and to quantify congruence between a teacher's ratings in the Texas Teacher Evaluation and Support System (T-TESS) and their value-added or instructional impact on

student growth and results. T-TESS is qualitative in nature; therefore, providing congruency measures between the qualitative T-TESS evaluation cycle data and end of year student growth outcomes is critical to the FWISD TIA.

The web-based platform will provide transparency to all stakeholders and key data to our staff regarding teacher designations. MusicFirst will provide FWISD with reliable and unbiased estimates of student growth and teacher impact. As FWISD progresses with its implementation of the Teacher Incentive Allotment, MusicFirst will assist the district with data analysis for designation descriptions and validation of the District's data.

INFORMATION SOURCE:

Marcey Sorensen

Company Address Orders: 180 Madison Ave 24th Floor
New York, NY 10016
US

Created Date 3/27/2023
Expiration Date 5/31/2023
Quote Number 00025479

Prepared By Mike Olander
Phone (515) 446-8742
Email mike@musicfirst.com

Account Name Fort Worth ISD
Contact Name Jesse Cannon II
Phone (817) 871-2000
Email jesse.cannon@fwisd.org

Bill To Name Fort Worth ISD
Bill To 100 N UNIVERSITY DR
FORT WORTH, TX 76107
United States

Ship To Name Fort Worth ISD

Product	Sales Price	Quantity/Seats	Discount	Total Price	Line Item Description
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 2.93	1,572		USD 4,605.96	6/4/23 - 1/4/24 (adding to existing 1,724 seats for 3,296 total)
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 1.17	1,572	10.00%	USD 1,655.32	6/4/23 - 1/4/24
Auralia First (100+ seats, per seat pricing) - add to MusicFirst Classroom	USD 1.17	1,572	10.00%	USD 1,655.32	6/4/23 - 1/4/24
Noteflight Learn (per user price), annual subscription	USD 1.17	1,572		USD 1,839.24	6/4/23 - 1/4/24
PracticeFirst - add to MusicFirst Classroom	USD 4.34	3,296	10.00%	USD 12,874.18	6/4/23 - 7/4/24 (13 months)
MusicFirst Performance Bundle including MusicFirst Classroom, Focus on Sound, PracticeFirst & Sight Reading Factory	USD 0.00	3,296		USD 0.00	
MusicFirst Classroom (includes content, Focus on Sound software, gradebook, calendar and more)	USD 3.00	3,296		USD 9,888.00	1/4/24 - 7/4/24
Discount	USD -0.50	3,296		USD -1,648.00	Performance Bundle Discount, 6-month subscription
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 1.00	3,296	10.00%	USD 2,966.40	1/4/24 - 7/4/24
Auralia First (100+ seats, per seat pricing) - add to MusicFirst Classroom	USD 1.00	3,296	10.00%	USD 2,966.40	1/4/24 - 7/4/24
Noteflight Learn (per user price), annual subscription	USD 1.00	3,296		USD 3,296.00	1/4/24 - 7/4/24
Noteflight Learn - Base subscription package, annual subscription	USD 24.50	1		USD 24.50	1/4/24 - 7/4/24
Training: Half day, on-site (3 hours contact time)	USD 695.00	1		USD 695.00	
Training: 3-hour customized webinar for up to 10 teachers	USD 395.00	2		USD 790.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.

Total Price USD 41,608.31



Grand Total USD 41,608.31

To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details

The Interlocal Purchasing System (TIPS) Contract:

210101 [Technology Solutions, Products and Services](#)

Adding 1,572 seats to existing implementation (new total user count of 3,296 after order is placed) for duration of current subscription term (1/4/2024).

Adding PracticeFirst to implementation, starting on 6/4/2023.

Extending all 3,296 subscriptions with software configuration until 7/4/2024 (through the '23-24 academic year).

Company Address Orders: 180 Madison Ave 24th Floor
New York, NY 10016
US

Created Date 3/27/2023
Expiration Date 5/31/2023
Quote Number 00025477

Prepared By Mike Olander
Phone (515) 446-8742
Email mike@musicfirst.com

Account Name Fort Worth ISD
Contact Name Jesse Cannon II
Phone (817) 871-2000
Email jesse.cannon@fwisd.org

Bill To Name Fort Worth ISD
Bill To 100 N UNIVERSITY DR
FORT WORTH, TX 76107
United States

Ship To Name Fort Worth ISD

Product	Sales Price	Quantity/Seats	Total Price	Line Item Description
MusicFirst Classroom - Setup fee and lifetime technical support	USD 99.00	1	USD 99.00	
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 5.00	4,864	USD 24,320.00	
Training: 3-hour customized webinar for up to 10 teachers	USD 395.00	2	USD 790.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.
Training: Half day, on-site (3 hours contact time)	USD 695.00	1	USD 695.00	

Total Price USD 25,904.00

Grand Total USD 25,904.00

To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details The Interlocal Purchasing System (TIPS) Contract:
210101 [Technology Solutions, Products and Services](#)

Company Address Orders: 180 Madison Ave 24th Floor
New York, NY 10016
US

Created Date 3/27/2023
Expiration Date 5/31/2023
Quote Number 00025481

Prepared By Mike Olander
Phone (515) 446-8742
Email mike@musicfirst.com

Account Name Fort Worth ISD
Contact Name Dick Clardy
Phone (806) 300-2474
Email dick.clardy@fwisd.org

Bill To Name Fort Worth ISD
Bill To 100 N UNIVERSITY DR
FORT WORTH, TX 76107
United States

Ship To Name Fort Worth ISD

Product	Sales Price	Quantity/Seats	Discount	Total Price	Line Item Description
MusicFirst Performance Bundle including MusicFirst Classroom, Focus on Sound, PracticeFirst & Sight Reading Factory	USD 0.00	7,500		USD 0.00	
MusicFirst Classroom (includes content, Focus on Sound software, gradebook, calendar and more)	USD 3.76	7,500	10.00%	USD 25,380.00	11/15/23 - 7/1/24
Discount	USD -0.45	7,500		USD -3,375.00	Performance Bundle Discount
PracticeFirst - add to MusicFirst Classroom	USD 2.51	7,500	10.00%	USD 16,942.50	11/15/23 - 7/1/24
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 1.25	7,500	10.00%	USD 8,437.50	11/15/23 - 7/1/24
Training: 3-hour customized webinar for up to 10 teachers	USD 395.00	2		USD 790.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.
Training: Half day, on-site (3 hours contact time)	USD 695.00	1		USD 695.00	

Total Price USD 48,870.00

Grand Total USD 48,870.00

To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details

The Interlocal Purchasing System (TIPS) Contract:
210101 [Technology Solutions, Products and Services](#)

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF SUBSCRIPTION FOR MUSIC INSTRUCTIONAL MATERIALS**

BACKGROUND:

The Texas Education Agency (TEA) adopted textbook subscription for elementary music (K-5) instructional materials issued in 2015 has expired. An instructional resource is needed to support students and teachers during the gap years until the subsequent Proclamation in 2027. Consistent with Board policy, a quote was requested to purchase Quaver Music for the 2023 - 2024 gap year.

Quaver Music is a customizable curriculum platform with on-demand access to aligned lesson plans with Music Texas Essential Knowledge and Skills (TEKS) and instructional resources exclusively for music education. The one (1) year purchase includes product training and implementation support. Materials will be reusable yearly with subsequent purchases of Quaver Music or until the Proclamation in 2027. The cost is for a 12-month subscription.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Subscription for Music Instructional Materials
2. Decline to Approve Purchase of Subscription for Music Instructional Materials
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Subscription for Music Instructional Materials

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-001-XXX-11-133-000000

COST:

\$132,300

VENDOR:

QuaverEd

PURCHASING MECHANISM:

Competitive Solicitation

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

Bid/Proposal

Fort Worth ISD RFP Number: 20-040

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

All Elementary Schools

RATIONALE:

QuaverEd Music is web-based software technology that provides teachers with a user-friendly, engaging resource to deliver quality music instruction in the elementary music classroom. The software includes thousands of songs that are inclusive and from diverse cultures, lessons aligned with the TEKS, videos, assessments, and interactive activities for students. The students are assigned their own accounts which makes it possible to compose their own music and save it to send to their teachers for assessment and feedback. QuaverEd offers ongoing professional development and coordination with the Vocal and Elementary Music Department to ensure that the entire curriculum is available to all teachers and students through the district platform. All lessons can be customized and added to Canvas for ease of use. In addition, teachers will be able to collaborate across the district within the QuaverEd program.

INFORMATION SOURCE:

Marcey Sorensen



Quote

Fort Worth ISD

Date: 3/27/2023

License Length: 1 year (through 7/1/2024)

Item Description:	Grades	# of Schools	Unit	Total
QuaverMusic Curriculum	K-5	84	\$1,575.00	\$132,300.00
Quarterly Content Updates				INCLUDED
Student Access to Student Resources				INCLUDED
24/7 Access to 50+ Hours of Online Resources/PD				INCLUDED
			Total	\$132,300.00

**Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.*

Includes all of the following elements:

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- World Music
- Student Accounts
- Online Quaver Classrooms
- Virtual Training Program

Proposal valid for 90 days.

QuaverEd.com
65 Music Square West
Nashville, TN 37203

Carlie Phillips
 Director of Sales
 CarliePhillips@QuaverEd.com
 731.697.7809

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: APPROVE NETWORK CABLING UPGRADES FOR THE FORT WORTH INDEPENDENT SCHOOL DISTRICT PROFESSIONAL DEVELOPMENT CENTER

BACKGROUND:

This item aims to upgrade Fort Worth ISD’s (FWISD) Professional Development Center’s (PDC) structured cabling, which will assist in mitigating slow network speeds that currently exist due to outdated cabling infrastructure and networking equipment. In addition, the cabling upgrades will help ensure that employees working at the PDC will have up-to-date cabling technology needed for telephone, internet, and network connectivity to access District technical resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Network Cabling Upgrades for the Fort Worth Independent School District Professional Development Center
2. Decline to Approve Network Cabling Upgrades for the Fort Worth Independent School District Professional Development Center
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Network Cabling Upgrades for the Fort Worth Independent School District Professional Development Center

FUNDING SOURCE:

Additional Details

General Fund	199-53-6299-814-999-99-427-000000.....	\$31,120.00
	199-53-6396-814-999-99-427-000000.....	\$44,155.87

COST:

\$75,275.87

VENDOR:

Southwest Networks, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
DIR-CPO-4784

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

FWISD Professional Development Center

RATIONALE:

Approval of this item will assist in mitigating slow network speeds that currently exist due to outdated cabling infrastructure and networking equipment at the FWISD Professional Development Center

INFORMATION SOURCE:

Marlon Shears

Fort Worth Independent School District

PDC Cabling Floors 1-2

3150 McCart Ave.

Fort Worth, TX 76110



04.19.2023

TX DIR# CPO-4784

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for FWISD Professional Development Center which consists of the following : Provide and install (211) Category 6 data cables, provide and install fourteen (16) Category 6A cables for the WAP's , provide labor to install 14 owner provided WAP's, and provide labor to test and terminate (3) 6 strand optical fiber backbone cables between the IDF's, under this scope of work.

- Provide and install two hundred and eleven (211) CMP, Category 6 data cables in the school designated locations for data connectivity. (Counts derived from customer provided drawings)
- Provide and install fourteen (14) CMP Category 6A data cables for the Wireless Access Points, install the owner provided WAP's.
- Provide labor to install owner provided WAP's
- Provide and install (6) 48 port, Category 6 patch panels into the appropriate data closets to provide 100% connectivity of newly installed 6 cables.
- Provide and install a total of two hundred eleven (211), CMR, Blue, Category 6 patch cords, 7' in length for end user connectivity.
- Provide and install two hundred eleven (211) CMR, Category 6 patch cords, 10' in length for end user connectivity.
- Provide and install a total of fourteen (14), CMR, Green, Category 6A patch cords, 7' in length for end user connectivity.
- Provide and install a total of fourteen (14), CMR, Green, Category 6A patch cords, 10' in length for end user connectivity.
- Provide and install a total of eight (8) fiber jumper patch cables 3M.
- Provide and install (4) Fiber enclosures with LC Duplex Multimode adapters
- Provide (4) 4" Firestop Speed Sleeves
- Provide pathway support
- Test all new copper and fiber cabling included in this SOW to meet ANSI/EIA/TIA standards.
- Label all newly installed cables per the FWISD cabling standard.
- Test results and project deliverables to be provided upon completion of the installation.
- A Manufacture 25 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
- Project duration is expected to be 2-4 weeks with each week being defined as five (5) working days. (Mon-Fri)

General Scope of Work

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

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of Two hundred and eleven (211) Category 6 Data Cables. Cable used for all data locations will be Pan Gen CMP Genspeed C6 UTP, Plenum Cable, Blue in color (Part Number 7131800).
2. Southwest Networks, Inc. (SWN) shall furnish and install a total of Fourteen (14) Pan Gen CMP Category 6A UTP, Plenum Cable, Blue in color (Part Number 7132849, data cables for wireless connectivity in the school specified locations. All Cat 6 cable for wireless shall be blue in color.
3. SWN shall install fourteen (14)owner provided wireless access points
4. At the each of the Voice/Data locations all new Category 6 cabling will terminate utilizing Panduit category 6 black jacks model CJ688TGBl pinned to T568B standards. Panduit four port white faceplates and Blanking Modules will also be provided (Part Numbers CFPL4WHY and CMBHW-X).
5. At the each of the wireless access cabling locations all new Category 6 cabling will terminate utilizing Category 6, RJ-45 jacks, green in color. These will house into 1-port biscuit box white in color. SWN will place an identifying sticker and cable number on the ceiling grid below each newly installed cable drop for wireless access point location/identification.
6. Closet termination of all new Category 6 network cabling will be achieved utilizing existing relay racks in the IDF's. SWN shall provide angled, 48 port Category 6 and 6A patch panels (Part Number CPPLA48WBLY in the MDF/IDF which will serve all the respective outlet locations. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labeling materials per the prescribed FWISD labeling convention.
7. All Category 6A and Category 6 cables shall be tested to ensure compliance with established standards for wire map (continuity to the remote end, shorts between any two or more conductors, transposed pairs, reversed pairs, split pairs, etc.), correct installation length, correct attenuation scaled to the installation length, Near End Cross-Talk (NEXT) scaled to the installation length, propagation delay, delay skew, Power Sum Near End Cross-Talk (PSNEXT), Structural Return Loss (SRL), and Equal Level Far End Cross-Talk. Faults discovered during testing shall be corrected and re-tested prior to activation of the telecommunications infrastructure. 100% of the field terminated cable plant shall be verified to be functional by acceptance testing as defined by FWISD standards.
8. Cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA guidelines.
9. SWN shall provide and install (211) Panduit Category 6 patch cords 7 ft Blue

10. SWN shall provide and install (211) Panduit Category 6 patch cords 10 ft Blue
11. SWN shall provide and install (14) Panduit Category 6 patch cords 7 ft Green
12. SWN shall provide and install (14) Panduit Category 6 patch cords 10 ft Green
13. SWN shall provide and install (8) Panduit 2F 50um OM4 MM LC duplex Fiber patch cords

MDF / IDF Build out

1. SWN shall furnish and install (4) Firestop Speed Sleeves 4" CP 653

Excluded – Electrical Ground source provided by others

Fiber Optic Backbone Cabling, Intra-Building

1. All fiber optic cable shall be terminated with LC connectors in a dedicated fiber termination panel per the prescribed density. At the IDF, a, 1U, 19", rack mountable fiber enclosure (Part Number FRME1U) with the appropriate number of fiber termination panels, cable strain relief, grounding lugs, slack storage and duplex LC adapter panels will be installed. (Adapter Panel Part Number FAP6WAQDLCZ.
2. LC pigtailed and LC Connectors, multimode, will be used for connection of network equipment in the MDF and IDF's.
3. Each Field Terminated Multimode Fiber cable shall be tested to ensure compliance with ANSI/EIA/TIA-526-14 standards with unidirectional, power meter and light source field test. After fiber cable has been successfully tested, all connector dust covers shall be securely restored.
4. A printed copy of each test result as well as a soft copy of each test result shall be provided at the conclusion of the project.
5. SWN shall include cable service loops at both ends of each multimode fiber cable. Each service loop shall be 10 ft. in length and stored, taking care to preserve manufacturer bend radius requirements.

Abandoned Cable Demolition and Removal

Abandoned Cable Demolition and Removal required under this scope of work.

Testing and Documentation

Southwest Networks, Inc. will test all new copper and fiber cabling included in this SOW to meet ANSI/EIA/TIA, and manufacturer standards. Deliverables will be test results and As-Built drawings of the

newly installed cabling infrastructure depicting closet and drop outlet locations and labeling.

Warranty

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

Pricing:

Labor \$33,040.00

Material \$42,235.87

Total \$75,275.87

Quote Valid for 60 Days

Stacey Watson | RCDD

swatson@southwestnetworks.com

214-636-4192

1111 W. Carrier Parkway, Ste. 400

Grand Prairie, TX. 75050



CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF NETWORK CORE EQUIPMENT FOR ADMINISTRATION OFFICES AND SCHOOLS**

BACKGROUND:

The new administration building will need core network switches to run critical components such as fire alarms, security access controls and cameras, along with network connectivity and Heating, Ventilation, and Air Conditioning (HVAC) controls. District schools supply of core network equipment for hot swap replacements is low and must be refilled.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Core Equipment for Administration Offices and Schools
2. Decline to Approve Purchase of Network Core Equipment for Administration Offices and Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Network Core Equipment for Administration Offices and Schools

FUNDING SOURCES: **Additional Details**

General Fund	199-53-6396-814-999-99-423-000000
TRE	199-11-6396-001-XXX-11-423-000000
	198-53-6396-814-999-99-423-000000
	198-11-6396-001-XXX-11-423-000000

COST:

\$440,847.93

VENDOR:

SHI

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
TIPS Contract #200105

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

All Schools and New District Administration Building

RATIONALE:

District central administration building requires the purchase of core networking equipment to run critical business services. District schools require replenishment of core networking equipment for real-time replacement of failed equipment.

INFORMATION SOURCE:

Marlon Shears



Pricing Proposal
 Quotation #: 23346155
 Created On: 4/13/2023
 Valid Until: 4/28/2023

TX-City of Fort Worth Independent School District

**Inside Account Manager-
Public Sector**

Marlon Shears

100 N University
 Ste NW 140-E
 Attn: Accounts Payable
 Fort Worth, TX 76107
 United States
 Phone: (817) 814-3000
 Fax:
 Email: marlon.shears@fwisd.org

Bianca Lee

3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-527--6389
 Fax:
 Email: bianca_lee@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Catalyst 9300 48-port PoE+, Network Advantage Cisco Systems - Part#: C9300-48P-A Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$4,762.75	\$47,627.50
2 SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva Cisco Systems - Part#: CON-SNT-C93004PA Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$604.64	\$6,046.40
3 C9300 Network Advantage, 48-port license Cisco Systems - Part#: C9300-NW-A-48 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
4 Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL Cisco Systems - Part#: SC9300UK9-176 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
5 715W AC 80+ platinum Config 1 Power Supply Cisco Systems - Part#: PWR-C1-715WAC-P Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
6 715W AC 80+ platinum Config 1 SecondaryPower Supply Cisco Systems - Part#: PWR-C1-715WAC-P/2 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$588.08	\$5,880.80
7 North America AC Type A Power Cable Cisco Systems - Part#: CAB-TA-NA Contract Name: TIPS - Technology Solutions, Products and Services	20	\$0.00	\$0.00

Contract #: 200105

8	No SSD Card Selected Cisco Systems - Part#: C9300-SSD-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
9	No Stack Cable Selected Cisco Systems - Part#: C9300-STACK-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
10	No Stack Power Cable Selected Cisco Systems - Part#: C9300-SPWR-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
11	TE agent for IOSXE on C9K Cisco Systems - Part#: TE-C9K-SW Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
12	C9300 DNA Advantage, 48-Port Term Licenses Cisco Systems - Part#: C9300-DNA-A-48 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
13	C9300 DNA Advantage, 48-Port, 3 Year Term License Cisco Systems - Part#: C9300-DNA-A-48-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$1,773.66	\$17,736.60
14	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic Cisco Systems - Part#: PI-LFAS-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
15	PI Dev Lic for Lifecycle & Assurance Term 3Y Cisco Systems - Part#: PI-LFAS-AP-T-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
16	Cisco DNA Spaces Extend Term License for Catalyst Switches Cisco Systems - Part#: D-DNAS-EXT-S-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
17	Cisco DNA Spaces Extend for Catalyst Switching - 3Year Cisco Systems - Part#: D-DNAS-EXT-S-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
18	Cisco ThousandEyes Enterprise Agent IBN Embedded Cisco Systems - Part#: TE-EMBEDDED-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
19	ThousandEyes - Enterprise Agents Cisco Systems - Part#: TE-EMBEDDED-T-3Y Contract Name: TIPS - Technology Solutions, Products and Services	116	\$0.00	\$0.00

Contract #: 200105

20	Catalyst 9300 8 x 10GE Network Module Cisco Systems - Part#: C9300-NM-8X Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$1,199.69	\$11,996.90
21	Network Plug-n-Play Connect for zero-touch device deployment Cisco Systems - Part#: NETWORK-PNP-LIC Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	10	\$0.00	\$0.00
22	10GBASE-SR SFP Module Cisco Systems - Part#: SFP-10G-SR= Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	20	\$485.43	\$9,708.60
23	Catalyst 9300 48-port PoE+, Network Advantage Cisco Systems - Part#: C9300-48P-A Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$4,762.75	\$214,323.75
24	SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva Cisco Systems - Part#: CON-SNT-C93004PA Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$604.64	\$27,208.80
25	C9300 Network Advantage, 48-port license Cisco Systems - Part#: C9300-NW-A-48 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
26	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL Cisco Systems - Part#: SC9300UK9-176 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
27	715W AC 80+ platinum Config 1 Power Supply Cisco Systems - Part#: PWR-C1-715WAC-P Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
28	North America AC Type A Power Cable Cisco Systems - Part#: CAB-TA-NA Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
29	No SSD Card Selected Cisco Systems - Part#: C9300-SSD-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
30	No Stack Cable Selected Cisco Systems - Part#: C9300-STACK-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
31	No Stack Power Cable Selected Cisco Systems - Part#: C9300-SPWR-NONE	45	\$0.00	\$0.00

32	TE agent for IOSXE on C9K Cisco Systems - Part#: TE-C9K-SW Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
33	C9300 DNA Advantage, 48-Port Term Licenses Cisco Systems - Part#: C9300-DNA-A-48 Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
34	C9300 DNA Advantage, 48-Port, 3 Year Term License Cisco Systems - Part#: C9300-DNA-A-48-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$1,773.66	\$79,814.70
35	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic Cisco Systems - Part#: PI-LFAS-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
36	PI Dev Lic for Lifecycle & Assurance Term 3Y Cisco Systems - Part#: PI-LFAS-AP-T-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
37	Cisco DNA Spaces Extend Term License for Catalyst Switches Cisco Systems - Part#: D-DNAS-EXT-S-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
38	Cisco DNA Spaces Extend for Catalyst Switching - 3Year Cisco Systems - Part#: D-DNAS-EXT-S-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
39	Cisco ThousandEyes Enterprise Agent IBN Embedded Cisco Systems - Part#: TE-EMBEDDED-T Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
40	ThousandEyes - Enterprise Agents Cisco Systems - Part#: TE-EMBEDDED-T-3Y Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
41	Network Plug-n-Play Connect for zero-touch device deployment Cisco Systems - Part#: NETWORK-PNP-LIC Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
42	No Secondary Power Supply Selected Cisco Systems - Part#: C9300-SPS-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
43	Cisco Catalyst Type 1 Network Module Blank Cisco Systems - Part#: NM-BLANK-T1	45	\$0.00	\$0.00

Contract Name: TIPS - Technology Solutions, Products and Services
Contract #: 200105

44	Config 1 Power Supply Blank Cisco Systems - Part#: PWR-C1-BLANK Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
45	No Network Module Selected Cisco Systems - Part#: C9300-NM-NONE Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	45	\$0.00	\$0.00
46	50CM Type 1 Stacking Cable Cisco Systems - Part#: STACK-T1-50CM= Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	37	\$49.40	\$1,827.80
47	1M Type 1 Stacking Cable Cisco Systems - Part#: STACK-T1-1M= Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	8	\$119.49	\$955.92
48	Catalyst 9300 8 x 10GE Network Module, spare Cisco Systems - Part#: C9300-NM-8X= Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	8	\$1,244.16	\$9,953.28
49	10GBASE-SR SFP Module Cisco Systems - Part#: SFP-10G-SR= Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 200105	16	\$485.43	\$7,766.88
			Total	\$440,847.93

Additional Comments

This quote contains a Cisco Security Product. Please see Cisco's [EULA Terms and Conditions](#). Terms and Conditions are subject to change at Cisco's discretion. Submitting a PO constitutes an agreement to the EULA. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF NETWORK WIRELESS EQUIPMENT**

BACKGROUND:

The District will be installing new wireless equipment in the Camp Bowie Administration building. New wireless equipment is also needed to replace failing or missing wireless in District school facilities. This equipment purchase will cover these sites not currently under scope of an E-Rate project.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Wireless Equipment
2. Decline to Approve of Network Wireless Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Network Wireless Equipment

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6396-814-999-99-427-000000

COST:

\$70,200

VENDOR:

Netsync

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Cisco Systems TX, DIR-TSO-4167

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

District Schools and Camp Bowie Administration Building

RATIONALE:

The District will install new wireless equipment in the District's new Administration Building. In addition, schools with missing or inoperable wireless equipment need replacements refilled.

INFORMATION SOURCE:

Marlon Shears

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ393762-02

Quote #:	AAAQ393762-02
Date:	04/12/2023
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	CW9166I-B	Catalyst 9166I AP (W6E, tri-band 4x4, XOR) w/Reg-B	100	702.00	70,200.00
1.1.0	SW9166-CAPWAP-K9	Capwap software for Catalyst 9166I	100	0.00	0.00
1.2.0	AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	100	0.00	0.00
1.3.0	AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	100	0.00	0.00
1.4.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	100	0.00	0.00
1.5.0	CW9166I-MULTI	Minimum Quantity = 10	100	0.00	0.00
1.6.0	CW9166I-DNA-OPTOUT	CISCO DNA SUBSCRIPTION OPTOUT for CW9166I	100	0.00	0.00

Notes: 220050564-147166-01

Cisco Systems TX | DIR-TSO-4167

Total	70,200.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	70,200.00

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

**TOPIC: 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**

BACKGROUND:

In support of new technology initiatives throughout the District, technology upgrades are needed to equip classrooms as they receive new devices. A solicitation was sent out for Request for Proposal (RFP) #23-091. The board approved the purchases of the interactive flat panels on March 28, 2023. Inadvertently, the display and cart installation were left off of the RFP application for the amount of \$85,983.65. Approval is needed to ensure installation for all rooms of learning and planning.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Special Revenue	282-11-6299-LDA-XXX-24-950-000000-22F32.....\$72,867.50
	258-11-6299-PLA-XXX-24-541-000000-22143.....\$13,116.15

COST:

\$85,983.65

VENDOR:

GTS Technology Solutions, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

FWISD RFP #23-091

Number of Bid/Proposals received: 13

HUB Firms: 3

Compliant Bids: 13

The above 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:

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

Leadership Academy at Como Elementary

Leadership Academy at John T. White Elementary

Leadership Academy at Maude Logan Elementary

Leadership Academy at Mitchell Blvd. Elementary

Leadership Academy at Forest Oak 6th Grade

Leadership Academy at Forest Oak Middle School

Phalen Leadership Academy at J. M. Jacquet Middle School

RATIONALE:

Approval will support classroom instruction for all classrooms by providing needed technology.

INFORMATION SOURCE:

David Saenz



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0094938
Date: 2/13/2023
Delivery Date:
Expire Date: 3/15/2023
Customer ID: TXFWISD21000
Sales Contact: Hannah Brierty

QUOTE FOR:	SHIP TO:
Fort Worth Independent School District	Fort Worth Independent School District

CUSTOMER P.O. NO.	TERMS	SALES REP
Display and Cart Installation	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	RP7503: BenQ: RP7503 75" Pro Series Education Interactive Display	DIR-CPO-5057	295.00	EACH	\$2,356.76	\$695,244.20
2	A1.3EPD2.003: BenQ: 2 Years Extend Warranty for 75" Interactive Flat Panel; 5 Year Total Warranty NOTE: Included with RP7503	DIR-CPO-5057	295.00	EACH	\$0.00	\$0.00
3	5J.F2K14.031: BenQ: NFC Card for RP7503 NOTE: Included with RP7503	DIR-CPO-5057	590.00	EACH	\$0.00	\$0.00
4	5J.BQA10.007: Ben-Q: E-Box Mobile Stand	DIR-CPO-5057	295.00	EACH	\$1,053.24	\$310,705.80
5	SERVICES: DEPLOYMENT CLIENT SE: FWISD Custom Services: Display and Cart Installation NOTE: Please see SOW for details.	DIR-CPO-4754	295.00	EACH	\$291.47	\$85,983.65

Total Weight (EACH):	0	Sales Total:	\$1,091,933.65
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total:	\$0.00
		Total (USD):	\$1,091,933.65

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE MODIFICATION OF SOCCER FIELD DRAINAGE AT
T.A. SIMS ELEMENTARY**

BACKGROUND:

The request is to modify the existing drainage grades on the soccer field at T.A. Sims Elementary. The current position of the grades is impeded by the portables. When it rains, the water does not drain efficiently, leaving stagnating water that damages the soil and creates poor field conditions. Modifying the current grades of the soccer field will allow for healthy drainage. This will help promote student use.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Modification of Soccer Field Drainage at T.A. Sims Elementary
2. Decline to Approve Modification of Soccer Field Drainage at T.A. Sims Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

TRE 198-51-6299-001-208-99-501-000000

COST:

\$87,211

VENDOR:

Icon Diversified, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP# MRO 22-136

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

T.A. Sims Elementary School

RATIONALE:

Modifying the current grades of the soccer field will allow for healthy drainage, as well as prevent damage to property and provide a safe student environment.

INFORMATION SOURCE:

Karen Molinar



March 7, 2023

Mr. Joe Flores
Foreperson/Landscape/Metal Shop
2808 Tillar St.
Fort Worth, TX 76107

RE: FWISD TA Simms ES Grade Corrections
Proposal No. 011823-R3
FWISD Vendor No. 24889

Cooperative Purchasing Agreement:
• FWISD MRO 22-136

Mr. Flores,

The cost to modify the existing playground grades west of the portables is **\$87,211.00**. Proposal value is based on receiving a mutually agreeable PO and Notice to Proceed prior to **May 12, 2023**. Proposal is based upon performing the on-site work during an uninterrupted 3-4 week period, working normal hours M-F, 7:00am-3:30pm. This proposed value consists of the following cost components and defined in the scope of work below:

Cost of Work	\$ 77,920.00
Permit Allowance	\$ 00.00
Sub Total	\$ 77,920.00
Payment Bond	\$ 1,247.00
Sub Total	\$ 79,167.00
Contingency	\$ 7,917.00
Contingency Bond	\$ 127.00
Total	\$ 87,211.00

Proposal Documents

Attached Google Map showing areas of grade correction, SOD, and Temporary Irrigation.

Scope

- Re-grade existing soccer field for reduced slope utilizing existing in-place materials. SOD disturbed area and install temporary irrigation system. Approximate area of work = 5,845 SY.
- Re-grade area West of portable classroom buildings to create fall away from buildings yielding a swale that drains toward Crenshaw St. SOD disturbed area and install temporary irrigation system. Approximate area of work = 1,800 SY.
- Infill utility ditch that routes drainage toward portable classroom buildings with existing in-place excavated materials.

Note

1. Material shortages and cost escalation related to the impact of the COVID-19 pandemic, the Ukraine/Russia conflict and Global Supply Chain issues continue to disrupt project completions. Our anticipated completion date and/or costs are based upon the information we can obtain today. If we recognize material delivery/cost impacts we will endeavor to recommend a feasible solution to mitigate these impacts.



Exclusions/Qualifications

- Testing Laboratory Services/Inspection costs.
- Import/export of earthen materials.
- Rock excavation and/or haul-off.
- Removal, relocation, re-installation of soccer goals.
- Temporary fencing/barricades restricting student/staff access to work area by FWISD.
- Topsoil.
- Maintenance of temporary irrigation and/or SOD.
- Mowing.
- Concealed, differing, unknown conditions.
- HAZMAT removal/remediation.
- Prevailing wages and/or Certified Payroll.
- Badging and/or criminal background checks.
- Proposal is based on periodic/monthly progress payments with maximum retention value of 5%.
- Proposal "Exclusions/Qualifications" supersede language in the Operations Service Contract.
- Permits.
- Sales taxes.
- Builder's Risk Insurance. Proposal does include installation floater of \$200,000.00.
- Sexual Abuse and Molestation Insurance Coverage.
- Professional Liability Coverage.
- Over-time. Proposal is based on performing the work M-F, 7:30am-3:30pm.
- Security Guard/Patrol and/or surveillance for protection of work and/or school/premises.
- **Costs and/or delays related to Force Majeure events including but not limited to COVID 19, Russia/Ukraine Conflict or Global Supply Chain Issues.**
- **Special Safety measures adopted by FWISD related to COVID 19.**
- Custodial costs.
- Pedestrian control routing signage or personnel.
- Removing/relocating Owner furniture/furnishings.
- Trade specific work will be subcontracted.
- Anything not specifically listed as included.

We will proceed with this work following receipt of written authorization. If you have any questions please contact me at 817.304.4266

Regards,

Hal Ingram

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE FIRE ALARM VANDALISM REPAIR**

BACKGROUND:

The November 2022 vandalism incident at North Side High School resulted in severe damage to one of its buildings' fire alarm system, rendering it non-functional. As a result, dedicated personnel had to be assigned to act as fire walkers to ensure the safety of the students and staff. To address this issue, the District is seeking approval for the repair of the building's fire alarm system to eliminate the need for dedicated personnel and restore the school's fire safety protocols.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fire Alarm Vandalism Repair
2. Decline to Approve Fire Alarm Vandalism Repair
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Fire Alarm Vandalism Repair

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-001-008-99-565-000000

COST:

\$78,590.71

VENDOR:

Convergint

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote
Omnia Partners Contract Number: R220702

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

North Side High School

RATIONALE:

A school fire alarm system is a vital safety feature that ensures the immediate notification of any potential fire outbreaks, indicating the need for evacuation and notifying firefighters. Any instance of vandalism on such an important system creates significant risk as it jeopardizes the safety of students, staff members, and others present in the school building. Failure or delay in detecting a fire can lead to severe consequences, including loss of life and property damage. Hence, repairing the vandalized alarm system quickly is critical to ensure the safety and well-being of everyone on the premises.

INFORMATION SOURCE:

Marlon Shears

Convergint
2304 Tarpley Road, Suite 124
Carrollton, Texas 75006
Phone (469) 568-7900
Fax (469) 568-7901
www.convergint.com

FIRE ALARM QUOTATION/ PROPOSAL

Date: March 8, 2023

Quotation #: JM36504416P

To: FWISD North Side High School

Phone #: 972.523.6203

Attn: Randy Loftin
100 N. University Dr. Ste 300
Fort Worth, TX 76107

Email: randy.loftin@fwisd.org

Project: Emergency FWISD
North Side High School FA
Replacement

From: Joel Mercedes
Account Executive
Joel.Mercedes@convergint.com
682.350.9863
817.601.7374

**Location: 2211 Mckinley Ave, Fort Worth,
TX 76164**

We are pleased to provide this proposal for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for THIRTY (30) days and price is based upon delivery of equipment within THREE (3) months. Convergint terms are net-30 based on monthly progress billings unless specified otherwise.

Scope of Work

Fire Alarm Detection and Notification System

Convergint has prepared this proposal to design, furnish, coordinate and commission a fire alarm detection and notification system for the above referenced project due to inoperable fire alarm devices including the main panel caused by flooding from a second-floor restroom. This proposal includes the detection and notification equipment as specified in the project documents. The replacement of all equipment is located on the first floor offices, main hallway, leading up to but not including the auditorium.

The system proposed is an EST4 analog addressable system manufactured by Edwards System Technology (EST) and will be installed to NFPA72 requirements.

Bill of Material

The following bill of materials is intended to describe the scope of work/equipment provided by Convergent for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components, or accessories.

Line#	Quantity	Part Number	Description	Manufacturer
1			Omnia Partners Contract R220702	
2			FACP	
3	1.00	4-CPU	Central Processor Module, Edwards -- Fire panel network node count: 1	Edwards
4	4.00	PW-PS12550U	Battery, 12V, 55AH	Power Sonic
5	5.00	PW-PS1270	Battery, 12V, 7AH	Power Sonic
6	2.00	3-SDDC2	Dual Data Circuit Module	Edwards
7	1.00	3-MODCOM	Modem Communicator	Edwards
8	1.00	3-ZA20A	20 Watt Rail Amplifier, Class A	Edwards
9	3.00	3-ZA95	95 Watt Rail Amplifier, Class B/A	Edwards
10	1.00	4-LCDLE	Display, Main LCD Module for 4-8ANNMT, 4-16ANNMT, 4-24ANNMT and 3-CABxB, Edwards	Edwards
11	1.00	4-24L12S	Control Display Module, 24 LED/12 Switch, Edwards	Edwards
12	19.00	4-FIL	Blank Filler, Edwards	Edwards
13	1.00	4-COMREL	Common Relay Module, Edwards	Edwards
14	1.00	4-AUDELS	Audio and Telephone Interface/Riser Source Module, Edwards	Edwards
15	1.00	4-MIC	Paging Microphone, Edwards	Edwards
16	3.00	3-CHAS7	Chassis Assembly	Edwards
17	1.00	ATP	Amplifier Terminal Panel. Provides terminals for connection of two amplifiers 1B3-125 or 1B3-250.	Edwards (EST)
18	1.00	3-ATPINT	ATP Interface for 3-ZA Amps	Edwards
19	1.00	1B3-250	250W Audio Amplifier	Edwards
20	2.00	T36-DG	Surge Suppressor, 36V	Space Age
21	1.00	E120V-GT	Surge Suppressor, 120VAC Line	Space Age
22			Power Supplies	
23	2.00	BPS6A	6.5 Amp Booster Power Supply	Edwards

24	Signature Devices			
25	3.00	SIGA-OSD	Photo Smoke Detector, Optica	Edwards
26	1.00	SIGA-HRD	FT/ROR Heat Detector, 3rd Gen	Edwards
27	4.00	SIGA-SB4	Standard Base w/ Trim Skirt	Edwards
28	4.00	SIGA-SD	SuperDuct Detector	Edwards
29	4.00	SD-T120	SuperDuct, Air Sample Tube, 120 in.	Edwards
30	4.00	SD-TRM	SuperDuct, test/reset station, magnetic	Edwards
31	8.00	SIGA-278	Double Action Pull Station	Edwards
32	8.00	STI-1230	Pull Station Cover, Surface	STI
33	3.00	SIGA-CT1	Single Input Module	Edwards
34	1.00	SIGA-CT2	Dual Input Module	Edwards
35	1.00	SIGA-CC1	Single Riser Output Module	Edwards
36	1.00	SIGA-CC1S	SIGA-CC1 w/Strobe Sync	Edwards
37	2.00	SIGA-CR	Control Relay	Edwards
38	1.00	SIGA-RM1	Riser Monitor Module	Edwards
39	Notification Devices			
40	11.00	GCVWN	Ceiling Strobe MCd, White	Edwards
41	2.00	G4SWN	Speaker, Wall, White	Edwards
42	3.00	G4SVWN	Speaker/Strobe, Wall, White	Edwards
43	30.00	GCSVWN	Speaker/Strobe, Ceiling, White	Edwards
44	5.00	GRSW-10	Room Side Wiring Plate, 10 Pack	Edwards
45	Off Contract Items			
46	3.00	4-PPS/M	Primary Power Supply	Edwards
47	2.00	CV-SSU00501	Battery Cab, Black, CAT45, Convergent	Space Age
48	1.00	Radio Dialer	Radio Dialer	AES
49	Labor Quoted IAW Omnia Partners Contract R220702			

Project Price	FWISD North Side High School FA Replacement
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CONVERGINT TOTAL PROJECT PRICE: \$78,590.91



UPON COMPLETION OF THE PANEL REPLACEMENT, ALL SYSTEM DEVICES WILL NEED TO BE 100% TESTED. BELOW IS THE PRICING FOR THIS SCOPE OF WORK

SERVICE RATES			
Current labour rates	Business Hours (8:00am to 5:00pm)	After hours (Monday- Saturday)	Sunday & Holiday
Standard Rates	\$204.00	\$306.00	\$408.00
CSP Rates	15% off standard	15% off standard	15% off standard

- No mileage of travel time charge if within a 50-mile radius of local CTC.
- Outside 50-mile radius will incur an additional charge for travel time.
- Emergency service and T&M work will be subject to a two- hour minimum.
- Same day emergency requests are subject to afterhours rates.
- Rates are subject to change without notice and application at the time of service.

BILLING CONTACT

AGREEMENT DETAILS					
CSP Start Date	4/1/2023				
CSP Duration	1 Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Annual Cost	\$ 7,350.00				
Sales Tax	Price excludes applicable sales tax				
Payment Schedule	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

Please provide all applicable billing information and point of contact for coordination and questions.

Customer Name	_____	Attn	_____
Address	_____	Work Phone	_____
Suite (If Applicable)	_____	Cell Phone	_____
City, State & Zip	_____	Email	_____

Clarifications and Alternates

1. Electronic ACAD files shall be provided to Convergent for use in creating submittal drawings at no additional cost.
2. Proposal includes a complete Edwards System Technologies (EST) EST4 addressable fire alarm system including panels, devices, engineering, programming, startup and testing as defined in the scope of work.
3. Proposal is provided in accordance with the attached Terms & Conditions. Project specific Terms & Conditions are subject to mutually agreeable negotiations.
4. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.
5. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
6. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
7. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
8. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment. A separate waiver, provided by Convergent Technologies, must be signed prior to operating customers lift.
9. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
10. If available, a copy of the system drawings shall be provided to Convergent prior to beginning the testing program.
11. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available, and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.
12. The device quantities listed are approximate counts that were estimated during the site walk. All currently installed devices will be included in the inspection.
13. This proposal pricing is based on a 1 Year Customer Support Program package deal. Rates are subject to change if services are individualized.
14. For comprehensive coverages on Fire Alarm Panels, not installed by Convergent Technologies, parts and/or labor will not take effect until the system has been fully inspected by Convergent Technologies and all deficiencies have been corrected.

Convergent's Responsibilities

- a. Company will, once annually, inspect, adjust, clean, lubricate as required, and test the operation of the Equipment.
- b. Company will provide the necessary corrective maintenance (the "Corrective Maintenance") upon Customer request to correct a malfunction and will place the Equipment in operating condition, subject to the Exclusions contained in Section 3. Unless the Corrective Maintenance service call is covered by this Agreement, Customer will be billed separately pursuant to the customary billing rates of Company in effect at that time.
- c. Company will replace parts and/or assemblies in order to return the Equipment to its operating condition, subject to the Exclusions in Section 3. The parts replaced will relate only to the Equipment covered by this Agreement.
- d. Company will provide on-site service for the Equipment during the normal following hours, excluding Federal Holidays.

Customer Responsibilities

- a. Customer agrees to cooperate in the care of the Equipment and to promptly notify Company in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergent.com
- b. Customer agrees to give Company employees and representatives full and free access to the Equipment for the purpose of performing the required service hereunder. It is the responsibility of Customer to provide a safe working environment and safe access to Equipment for technicians. The final determination of a safe working environment will reside with the technician.
- c. Customer agrees to maintain at its expense, any software licensing agreements and installed software media required for the operation and or diagnostics of the Equipment.
- d. Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Company employees and representatives shall always be accompanied by Customer's employee or representative.
- e. Customer agrees that additional equipment of like nature may be added to this Agreement at the same pricing rates as included herein and prorated to match the applicable coverage dates. Equipment coming out of warranty will automatically be added to your contract to prevent lapse of coverage.
- f. Payment is acceptance of terms of this agreement.
- g. Customer agrees to obtain and pay for all permits and licenses, and to discharge any fines, imposed by any governmental body or agency relating to the Equipment, its operation or malfunction.
- h. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its

contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.

- i. Customer will indemnify and defend Company, its officers, employees, representatives and agents against and hold them harmless from, without limitation, any and all liabilities, losses, costs, damages, claims, expenses, attorneys' fees, expenses of litigation, judgments and encumbrances brought, suffered or incurred by Company or third parties attributable to the acts or omissions of Customer, its employees, officers, agents, representatives or agents, while engaged in the performance of their duties under this Agreement.

Exclusions

1. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
2. Electrical installation permits / fees.
3. Provision and/or installation of fire/smoke dampers, smoke dampers, fire dampers, door holders, door hardware, elevator shunt trip, fire sprinkler systems, sprinkler monitoring switches and/or pre-action systems.
4. Provision or installation of telephone lines for monitoring of the fire alarm system.
5. Monthly fire alarm monitoring fees.
6. [Sales] Tax.
7. In the event of a failure of the Equipment to function due to: burglary, storm, power surge, power failure, fire, flood, war, riot, civil commotion, other acts of God, rodent/insect issues, settling of walls or foundation, abuse or usage of Equipment for purposes other than designed and/or intended or work performed by other than Company employees or representatives, Company shall have no obligation to perform any services whatsoever. Necessary repairs created by these conditions shall be billable to the Customer in full pursuant to the customary billing rates of Company then in effect.
8. Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
9. Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
10. When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of



which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.

11. Company will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
12. The Annual Agreement Fee does not include costs for parts or labor incurred by Company for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons other than Company representatives during the term of this Agreement, then Company shall have the right to inspect the Equipment for any damage which may have occurred, and Company shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Company has the option to delete such Equipment for coverage hereunder.
13. This Agreement covers only the services detailed herein that Company is expressly agreeing to undertake. Any service not expressly provided by Company herein is specifically not covered under this Agreement. If Company is requested to provide emergency service outside the times set forth above, which service Company shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Company overtime rates for hours worked or traveled during such times.
14. Upon system reboot, Convergent will not be responsible for any additional repairs needed to devices not included on the bill of materials of this agreement. Any repairs needed outside of the scope in this agreement will be priced separately to the customer.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: APPROVE RENEWAL OF MICROSOFT ENROLLMENT FOR
EDUCATION SOLUTIONS PROGRAM**

BACKGROUND:

The Enrollment for Education Solutions (EES) program provides a cost-effective license to acquire Microsoft Windows and Office software. EES provides benefits such as the ability to add additional products of any quantity, self-service tools for simplified asset management, and immediate access to benefits such as product upgrades through Microsoft Software Assurance. The license extends the benefit to students and employees for download of office tools to their District-issued computer.

This license agreement provides the software updates to maintain a secure environment for our students and employees. This also prepares students to enter the workforce using current business standard software tools. The EES service period will be May 2023 through April 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Microsoft Enrollment for Education Solutions Program
2. Decline to Approve Renewal of Microsoft Enrollment for Education Solutions Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Microsoft Enrollment for Education Solutions Program

FUNDING SOURCE

Additional Details

General Fund

199-53-6399-800-999-99-423-000000

COST:

\$618,310.51

VENDOR:

CDW-G

PURCHASING MECHANISM

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative – Price Quote and IL Contract Summary Required
Sourcewell Contract #081419

PARTICIPATING SCHOOL/DEPARTMENTS

District - Wide

RATIONALE:

Approval of this item will provide the District (employees and students) licensing for the Microsoft Windows computer operating system and Microsoft Office Suite. It also provides Office 365 the District's platform for email and SharePoint.

INFORMATION SOURCE:

Marlon Shears



Thank you for choosing CDW. We have received your quote.

Review and Complete Purchase

MARLON SHEARS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGTK854	3/10/2023	MSFT RENEWAL	0926086	\$618,310.51

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Skype for Business PSTN Conferencing - subscription license (12 month) Mfg. Part#: LJ9-00001-12MO UNSPSC: 43233503 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)	10	4112243	\$18.00	\$180.00
Microsoft Core Infrastructure Server Suite Datacenter - license & software Mfg. Part#: 9GS-00495 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)	156	4325216	\$65.27	\$10,182.12
Microsoft Identity Manager - External Connector License & Software Assuranc Mfg. Part#: PL7-00058 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)	1	3830279	\$1,570.00	\$1,570.00
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38391-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)	8586	5419420	\$53.53	\$459,608.58
Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-B-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	343440	5419376	\$0.00	\$0.00

QUOTE DETAILS (CONT.)

<u>MS EES M365 APPS ENT DVC ADD</u>	90000	5680005	\$0.00	\$0.00
Mfg. Part#: RQL-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET				
<u>Microsoft Office 365 (Plan A2) - subscription license - 1 user</u>	90000	2614683	\$0.00	\$0.00
Mfg. Part#: M6K-00001-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Microsoft Project Online Premium - subscription license - 1 user</u>	8	4421539	\$130.42	\$1,043.36
Mfg. Part#: 7TR-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft SQL Server Enterprise Core Edition License & Software Assurance</u>	106	2670095	\$1,223.11	\$129,649.66
Mfg. Part#: 7JQ-00341 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft SQL Server Standard Core Edition License & Software Assurance</u>	20	2670099	\$336.46	\$6,729.20
Mfg. Part#: 7NQ-00302 UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft Visio Pro for Office 365 (Plan A2) - subscription license - 1 use</u>	28	2968438	\$28.35	\$793.80
Mfg. Part#: P4U-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft Visio Professional - license & software assurance - 1 PC</u>	1	2943841	\$52.92	\$52.92
Mfg. Part#: D87-01057 UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft Windows Server - license & software assurance - 1 device CAL</u>	2369	2382900	\$2.82	\$6,680.58
Mfg. Part#: R18-00095 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
<u>Microsoft Project Online Professional - subscription license - 1 user</u>	1	4304049	\$65.79	\$65.79
Mfg. Part#: 7MA-00001-12MO UNSPSC: 43231507 Electronic distribution - NO MEDIA Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)				
	143			

QUOTE DETAILS (CONT.)

Microsoft Phone System - subscription license - 1 user	50	4112245	\$35.09	\$1,754.50
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Mfg. Part#: LK7-00001-12MO
UNSPSC: 43232805
Electronic distribution - NO MEDIA
Contract: Fort Worth ISD Sourcewell #081419 (081419#CDW)

SUBTOTAL	\$618,310.51
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$618,310.51

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 Phone: (817) 814-2120 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: FORT WORTH ISD - DOT DOT/# 2821 CULLEN ST FORT WORTH, TX 76107 Phone: (817) 814-2200 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

K12 North Texas Account Team - Mike & Eric | (866) 301-5739 | k12northtexas@cdwg.com

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**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE RENEWAL OF PRIVATE LONG-TERM EVOLUTION NETWORK

BACKGROUND:

The renewal of the private Long-Term Evolution (LTE) network supports the community connective project for the District. The renewal covers the support for the core infrastructure and maintenance of the initial four (4) monopoles deployed in the District. The District is currently in the process of deploying an additional 22 sites to complete the network.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Private Long-Term Evolution Network
2. Decline to Approve Renewal of Private Long-Term Evolution Network
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Private Long-Term Evolution Network

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-800-999-99-423-000000

COST:

\$158,618

VENDOR:

Bearcom Operating, LLC

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Price Quote and IL Contract Summary Required
BuyBoard #696-23 | Radio Communications and Video Recording Products and Services

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


District - Wide

RATIONALE:

The District seeks to close the connectivity divide by providing home connectivity. This initiative will deploy 26 cell towers in the District to provide connectivity to the communities most in need within the District boundaries.

INFORMATION SOURCE:

Marlon Shears

 www.BearCom.com	QUOTE NUMBER		PROJECT INFORMATION		PAGE	
	541128-1		PLTE PROJECT BUY BOARD # 696-23		1	
	QUOTE DATE		SHIPPED VIA		PAYMENT TERMS	
	4/19/23		DELIVERY		NET 30	
	BILL TO ACCOUNT NO		SHIP TO ACCOUNT NO		QUOTE PLACED BY	
432325		432325		BEN FARESTER		
SOLD TO:			SHIP TO:			
FORT WORTH ISD 100 N UNIVERSITY DR STE NW 140F FORT WORTH TX 76107-1360			FORT WORTH ISD 100 N UNIVERSITY DR STE NW 140F FORT WORTH TX 76107-1360			
Representative: BEN FARESTER DALLAS: CONTACT: 214-869-8210						
QUANTITY SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENDED PRICE	
1	YR-2 CORE LIC	CBRS YEAR 2 LICENSE: CORE SERVICES LICENSE. COVERS JANUARY 1, 2023 TO DECEMBER 31, 2023		\$115,350.00	\$ 115,350.00	
1	YR-2 MAINT AND RAN LIC	CBRS YEAR 2 MAINTENANCE AND LICENSE: RAN (RADIO ACCESS NETWORK) FOR DUNBAR HS COVERS JANUARY 1, 2023 TO DECEMBER 31, 2023		\$10,817.10	\$ 10,817.00	
1	YR-2 MAINT AND RAN LIC	CBRS YEAR 2 MAINTENANCE AND LICENSE: RAN (RADIO ACCESS NETWORK) FOR EASTERN HILLS HS COVERS JANUARY 1, 2023 TO DECEMBER 31, 2023		\$10,817.10	\$ 10,817.00	
1	YR-2 MAINT AND RAN LIC	CBRS YEAR 2 MAINTENANCE AND LICENSE: RAN (RADIO ACCESS NETWORK) FOR MORNINGSIDE MS COVERS JANUARY 1, 2023 TO DECEMBER 31, 2023		\$10,817.10	\$ 10,817.00	
1	YR-2 MAINT AND RAN LIC	CBRS YEAR 2 MAINTENANCE AND LICENSE: RAN (RADIO ACCESS NETWORK) FOR ROSEMONT MS COVERS JANUARY 1, 2023 TO DECEMBER 31, 2023		\$10,817.10	\$ 10,817.00	
RAN SITES: DUNBAR HS, EASTERN HILLS HS, MORNINGSIDE MS, & ROSEMONT MS						
Subtotal				\$158,618.00		
NET 30		Tax Rate: NONE		Sub-Total	\$158,618.00	
				Shipping and Handling	N/A	
				Sales Tax	N/A	
Thank you for your Business! The equipment and/or services included are subject to our terms and conditions: https://bearcom.com/terms-of-sale				QUOTE TOTAL	\$ 158,618.00	

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE CONSULTING AGREEMENT CONTRACT WITH FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CHILD DEVELOPMENT ASSOCIATE SERVICE PROGRAM

BACKGROUND:

In order to increase student outcomes, Teacher Assistants need to receive additional professional development around child development and pedagogy of teaching. The Early Learning Program will offer continuing education opportunities for Pre-Kindergarten Teaching Assistants in Fort Worth ISD. The Child Development Accreditation (CDA) program provides coursework in child development, coaching, technical support, assessment, and certification. Under this initial contract, the program will begin April 2023 through December 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Consulting Agreement Contract with Fort Worth Independent School District and Child Development Associate Service Program
2. Decline to Approve Consulting Agreement Contract with Fort Worth Independent School District and Child Development Associate Service Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

ESSER Fund	282-13-6399-074-999-24-950-000155-22F32.....	\$176,500
	282-13-6299-074-999-24-950-000155-22F32.....	\$15,000

COST:

Not-to-Exceed - \$192,000

VENDOR:

Green Space Learning & Development

PURCHASING MECHANISM:

Competitive Solicitation

RFP Number: 23-060

Number of Bid/Proposals received: 3

HUB Firms: X* 0

Compliant Bids: 3

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:

Elementary Pre-Kindergarten Teacher Assistants

RATIONALE:

Approval of this Consulting Agreement Contract with Fort Worth Independent School District and Child Development Associate Service Program that will provide professional learning, technical support and coaching for the CDA program. The series will provide training to Early Learning Coaches on best practices, coaching tools, and resources. Teaching Assistants will receive 180 hours of professional development, coaching, technical support, observation, examination preparation support and more.

INFORMATION SOURCE:

Marcey Sorensen

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

TOPIC: 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

BACKGROUND:

The Program Letter of Agreement establishes a partnership between Fort Worth ISD (FWISD) and Tarrant County Hospital District d/b/a JPS Health Network d/b/a John Peter Smith Hospital to support the education of resident/fellow physician-in-training (“Residents/Fellows”) in required assignments (“Resident/Fellow Rotations”) for the JPS Residency/Fellowship Program. During this collaboration, the Residents/Fellows will work with the Fort Worth ISD Athletics Department to: 1) Provide free physicals for all District athletes; and 2) Work with athletic trainers to support FWISD athletes with sports medicine care.

The JPS Program Faculty will plan and determine the adequacy of the educational experience of the Residents/Fellows in background, basic skill, professional ethics, attitude and behavior and only assign those Residents/Fellows who have satisfactorily completed the prerequisite requirements for participation in the Program and Resident/Fellow Rotation to the Fort Worth ISD Athletics Department. Residents/Fellows will not have any primary, unsupervised patient care responsibility delegated to them.

The annual assignment of Residents/Fellows to the Fort Worth ISD Athletics Department and the length of each assignment shall depend on the availability of such Residents/Fellows for the program. JPS will provide Resident/Fellow salary and benefits. This partnership will not incur any cost for Fort Worth ISD. Unless terminated earlier by either party, the five (5) year agreement will remain in force through December 31, 2027.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

JPS Health Network

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Athletics Department
Division of Student Support Services
Division of Talent Management

RATIONALE:

The JPS Program will provide free physicals to all Fort Worth ISD athletes and support the District’s athletic trainers with sports medicine care. The partnership between Fort Worth ISD and the JPS Health Network will provide direct support to our District’s athletes, their families and the Athletics Department.

INFORMATION SOURCE:

Cherie Washington
Raul Peña

PROGRAM LETTER OF AGREEMENT
between
Tarrant County Hospital District d/b/a JPS Health Network
d/b/a John Peter Smith Hospital
and
FORT WORTH INDEPENDENT SCHOOL DISTRICT

(Program Faculty Supervision)

This Program Letter of Agreement (“Agreement”) sets forth the understanding between Tarrant County Hospital District d/b/a JPS Health Network d/b/a John Peter Smith Hospital (“JPS”) 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”) regarding the education of resident/fellow physicians-in-training (“Residents/Fellows”) in required assignments (the “Resident/Fellow Rotations”) for JPS’s residency/fellowship Program (defined below). JPS and FACILITY may be referred to individually as a “Party” to this Agreement, and they may be referred to collectively as the “Parties” to this Agreement.

For and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, JPS and FACILITY hereby agree to establish Resident/Fellow Rotations upon the following terms and conditions:

I. RESIDENCY/FELLOWSHIP PROGRAM:

Sports Medicine Fellowship - Team Physician/On-Site Sports Coverage (“Program”)

The Parties shall establish a Resident/Fellow Rotation at FACILITY that will be affiliated with the Program at JPS, and participation in said Program by the Residents/Fellows is acknowledged as a bona fide Resident/Fellow Rotation for the Program. JPS, through its Program Director, and upon mutual agreement with FACILITY, will recommend, and FACILITY will accept, the number of Residents/Fellows that will participate in the Resident/Fellow Rotation. The Parties agree that the annual assignment of Residents/Fellows to FACILITY and the length of each assignment shall depend on the availability of such Residents/Fellows for assignments.

The Parties agree that the terms “Resident” (or variations thereof), “Fellow” (or variations thereof), “Program”, and “Rotation” in this Agreement shall refer to the particular Residents or Fellows (as applicable) participating in the particular Resident Rotation or Fellow Rotation (as applicable) for the particular Fellowship Program or Residency Program (as applicable), as described herein and in Exhibit “A”.

II. LOCATION OF RESIDENT/FELLOW ROTATION:

Fort Worth Independent School District
100 North University Drive
Fort Worth, Texas 76107

III. GOALS AND OBJECTIVES:

See Competency Based Goals and Objectives which is attached hereto as Exhibit “A” and incorporated herein by reference.

IV. FACULTY:

- A. Michele Kirk, MD, and other Program Faculty will provide clinical supervision for Residents/Fellows.
- B. The Program Faculty must:
 - 1. Devote sufficient time to the Program to fulfill their supervisory and teaching responsibilities;
 - 2. Administer and maintain an educational environment conducive to educating Residents/Fellows; and
 - 3. Evaluate Resident/Fellow performance in a timely manner during each Resident/Fellow Rotation, document this evaluation at the completion of the assignment in a form acceptable to the Program Director, and timely provide the Program Director with a copy of the evaluation.
- C. The JPS Program Director must:
 - 1. Oversee Resident/Fellow supervision and the quality of patient care;
 - 2. Give clear guidelines to the supervising faculty; and
 - 3. Oversee resources and administrative support for the educational mission.

V. TERM AND TERMINATION:

This Agreement shall remain in full force and effect beginning on the date of the last signature on the signature page of this Agreement and expiring December 31, 2027, unless this Agreement is earlier terminated by either Party in accordance with this Section V.

- A. Termination without Cause. Either Party, upon ninety (90) days prior written notice to the other Party, may terminate this Agreement without cause.
- B. Termination for Default. Either Party may terminate this Agreement in the event of a material breach by the other Party which, in the sole discretion of the non-breaching Party, remains uncured after thirty (30) days’ written notice of the material breach to the breaching Party.
- C. Termination for Bankruptcy. In the event that a Party enters bankruptcy, takes an assignment for the benefit of creditors, becomes subject to receivership, or is otherwise reasonably deemed insolvent, then this Agreement may be terminated at the option of the other Party.
- D. Annual Fiscal Condition Precedent. The Parties acknowledge and agree that both Parties are governmental entities subject to an annual budgetary process and restrictions on spending in conformity with that process and their approved budget. The Parties

further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this Agreement for either Party's fiscal years subsequent to that in which funds for this Agreement are first allocated, that Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

VI. FINANCIAL ARRANGEMENTS:

JPS will continue to provide Resident/Fellow salary and benefits.

VII. POLICIES AND PROCEDURES:

- A. Each Resident/Fellow assigned to FACILITY under this Agreement will adhere to the policies of FACILITY (and, if applicable, to the Bylaws, Rules and Regulations, and Policies of FACILITY) and to the policies of JPS and the JPS department sponsoring the Program. Any Resident/Fellow failing to comply with the above requirements may be terminated from the Resident/Fellow Rotation immediately by JPS or by FACILITY upon notice to JPS; provided, however, that prior to FACILITY exercising such termination right, the Parties shall first confer and attempt to agree on alternatives to terminating the Resident/Fellow from the Resident/Fellow Rotation. FACILITY will make readily available to the Residents/Fellows the policies of FACILITY (and, if applicable, the Bylaws, Rules and Regulations, and Policies of the Medical Staff) which are applicable to their participation in the Resident/Fellow Rotation.
- B. The Resident/Fellow Rotation shall be operated according to the approved standards of the ACGME, CPME, or other applicable accreditation agency and the Program's Residency/Fellowship Review Committee and shall be approved by JPS's Program Director. Regarding the same, FACILITY shall familiarize itself and comply with the ACGME, CPME, and/or other accreditation agency requirements as applicable to the particular Resident/Fellow assigned to the rotation.

VIII. ADDITIONAL PROVISIONS:

A. Supervision of Residents/Fellows.

- (1) **By PROGRAM FACULTY.** In accordance with and under the terms of an agreement between JPS and Acclaim Physician Group, Inc. ("Acclaim"), the Residents/Fellows assigned to the rotation shall work under the clinical supervision of the Program Faculty (defined below). The Program Faculty in the assigned group will be responsible for the general day-to-day supervision and the training of the Residents/Fellows, in coordination and cooperation with JPS's teaching staff during the rotation. The Program Faculty assigned to provide training and supervision will be responsible for clinical supervision of the Residents/Fellows in compliance with applicable accreditation standards and in keeping with JPS's applicable policies and procedures; however, without limiting the foregoing, at all

times during the term of this Agreement, each Resident/Fellow assigned to the rotation shall remain a JPS "employee" (as such term is defined in the Texas Tort Claims Act) when the Resident/Fellow is providing care and treatment to patients within the course and scope of the rotation and is acting within the course and scope of his or her employment as a Resident/Fellow of JPS.

"Program Faculty" means Acclaim Physicians, including Program Directors, appointed and/or approved by JPS and Acclaim to teach Residents/Fellows participating in the Graduate Medical Education Program at JPS.

- (2) **By JPS.** JPS will plan and determine the adequacy of the educational experience of the Residents/Fellows in background, basic skill, professional ethics, attitude and behavior and shall assign to the FACILITY only those Residents/Fellows who have satisfactorily completed the prerequisite requirements for participation in the Program and Resident/Fellow Rotation. Notwithstanding the clinical supervision requirements set forth in Section VIII.A.(1) above, JPS will retain ultimate responsibility for the education and assessment of the Residents/Fellows and, at all times during a Resident/Fellow Rotation, JPS shall have the authority and legal right to control the Residents'/Fellows' participation in the Program and Resident/Fellow Rotation, including the authority and legal right to appoint and terminate the Residents'/Fellows' participation in the Program and Resident/Fellow Rotation. JPS shall monitor and supervise the Residents'/Fellows' compliance with JPS policies and procedures, JPS Medical Staff Bylaws, rules and regulations, the JPS Graduate Medical Education Institutional Handbook, and any other requirements imposed by JPS for the Residents'/Fellows' participation in the Program and Resident/Fellow Rotation.
- B. Qualifications of Supervising Physicians. The Program Faculty are subject to approval for participation in the Resident/Fellow Rotation by JPS. All Program Faculty shall possess all necessary qualifications, training, experience, and, as applicable, current licensure or certification in the State where the Resident/Fellow Rotation is located to perform the functions and duties of the particular Program Faculty. Without limiting the foregoing, each Program Faculty during the term of this Agreement shall remain, as applicable, duly licensed, registered, certified, and in good standing under the laws of the State where the Resident/Fellow Rotation is located to engage in the practice or performance of the health care service for which such Program Faculty is licensed, registered and/or certified and to prescribe and administer controlled substances.
- C. Resident/Fellow Participation in Care. While at FACILITY, the Residents/Fellows will only participate in the care and treatment of patients as provided herein. The Residents/Fellows may be involved in the care and treatment of patients only under the direction and supervision of the Program Faculty. The Program Faculty shall have primary responsibility for the care of patients, but may delegate patient care duties (e.g., rounds), as deemed appropriate, to the Residents/Fellows; provided, however, the Residents/Fellows shall not have any primary, unsupervised patient care responsibility delegated to them by Program Faculty.

- D. Liability Coverage. FACILITY recognizes that JPS is a county hospital district, created and operating under Chapter 281 of the Texas Health and Safety Code and is a unit of local government for purposes of Chapter 101 of the Texas Civil Practice and Remedies Code (“Texas Tort Claims Act”). JPS considers a Resident/Fellow to be a JPS “employee” (as such term is defined in the Texas Tort Claims Act) when the Resident/Fellow is providing care and treatment to patients within the course and scope of the Resident/Fellow Rotation and is acting within the course and scope of his or her employment as a Resident/Fellow of JPS. Residents/Fellows will be considered by JPS to be subject to the limits of liability under the Texas Torts Claim Act with respect to acts performed in the course and scope of the Resident’s/Fellow’s employment with JPS. As a general rule, with respect to acts performed in the course and scope of the Resident’s/Fellow’s employment with JPS for which governmental immunity has been waived under the Texas Tort Claims Act, the current limits on the amount of liability under the Texas Torts Claim Act for employees acting in the course and scope of employment are \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death claims.
- E. HIPAA Obligations. Both Parties acknowledge obligations and other regulations implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) ("HIPAA")). The Parties acknowledge that federal regulations set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. 17921-53) ("HITECH Act") relating to the confidentiality, integrity, and accessibility of individually identifiable health information (whether created, maintained, accessed, stored or transmitted electronically or otherwise) require Covered Entities to comply with the privacy and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule") and 45 C.F.R. parts 160 and 164, subparts A and C ("Security Rule"). The Privacy Rule and Security Rule are collectively referred to herein as the "Privacy and Security Standards". The Privacy and Security Standards require a Covered Entity to ensure that those who receive, access, store, or transmit confidential information in the course of providing services on behalf of a Covered Entity comply with certain obligations regarding the confidentiality, integrity, and availability of health information as defined in the aforementioned regulations. Accordingly, the Parties agree to comply with those regulations as they may apply in the course of providing services hereunder.
- F. Texas Public Information Act. FACILITY acknowledges that JPS is a governmental body under Chapter 552 of the Texas Government Code, commonly referred to as the Texas Public Information Act (“TPIA”), and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request and FACILITY hereby assumes full responsibility for challenging any requests for information it considers confidential under the TPIA. JPS agrees to notify FACILITY of any TPIA requests that seek disclosure of potentially confidential information under this Agreement; however, failure to notify by JPS shall not be deemed a material breach of this Agreement.

JPS acknowledges that FACILITY is a governmental body under Chapter 552 of the Texas Government Code, commonly referred to as the Texas Public Information Act (“TPIA”), and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid TPIA request and JPS hereby assumes full responsibility for challenging any requests for information it considers confidential under the TPIA. FACILITY agrees to notify JPS of any TPIA requests that seek disclosure of potentially confidential information under this Agreement; however, failure to notify by FACILITY shall not be deemed a material breach of this Agreement.

- G. No Boycott of Israel. In compliance with Section 2270.001 et seq. of the Texas Government Code, each Party warrants, represents, and by its execution of this Agreement hereby verifies that they: (1) do not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. For the purposes of this Agreement, and in compliance with the Texas Government Code, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict harm on, or limit commercial relationships specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes.
- H. No Engagement in Scrutinized Business Operations. In compliance with Section 2252.151 et seq. of the Texas Government Code, each Party warrants, represents, and by its execution of this Agreement hereby verifies that they: (1) do not engage in scrutinized business operations in Sudan; (2) do not engage in scrutinized business operations in Iran; and (3) do not engage in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” shall have the meaning ascribed to that term as set forth in Section 2270.0001 et seq. of the Texas Government Code. “Scrutinized business operations in Iran” shall have the meaning ascribed to that term as set forth in Section 2270.0101 et seq. of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” shall have the meaning ascribed to that term as set forth in Section 2270.0151 et seq. of the Texas Government Code.
- I. Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), each Party verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

- J. Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), each Party verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.
- K. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The venue of any litigation arising from this Agreement will be in the United States District Courts, Fort Worth Division of the Northern District of Texas if the litigation arises in Federal Court or in the District Courts of Tarrant County, Texas if the litigation arises in State Court. The venue of any dispute resolution activity shall be in Fort Worth, Tarrant County, Texas.
- L. Notices. All notices provided for by this Agreement shall be made in writing either (a) by actual delivery (e.g., personally, by commercial courier service, or by confirmed telefacsimile) of the notice, or (b) by the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, and addressed to the Party to be notified at the address set forth below (or at such other address as may be given for notice by a Party). The notice shall be deemed to be received (i) if by actual delivery, on the date of its receipt by the Party, or (ii) if by mail, on the second day on which mail is delivered following the date of deposit in the United States Postal Service, unless actually received sooner by mail.

FACILITY:	JPS:
Fort Worth Independent School District 100 North University Drive Fort Worth, Texas 76107	Tarrant County Hospital District d/b/a JPS Health Network Attn: Academic Affairs 1500 South Main Street Fort Worth, Texas 76104

M. Miscellaneous.

1. Use of Name: Advertising. Neither Party shall use the other's corporate or business name, trademark, service mark or logo, or any identifier which is reasonably likely to suggest that the two Parties are related, without first obtaining the written consent of the other Party.
2. Non-Assignment and Subcontracting. Neither Party shall assign, transfer or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other Party.
3. Entire Agreement. This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may be modified only by a writing signed by both Parties.
4. 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. Each invalid provision shall be revised only to the extent necessary to bring it within the requirements of such law or regulation.
5. Waiver. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, expressed or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of this Agreement unless specifically agreed in writing.
6. Attorney's Fees and Court Costs. If either Party brings an action against the other to enforce any condition or covenant of this Agreement, each Party shall be individually responsible for its own court costs and attorney's fees.
7. 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 between the Parties. 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.
8. Parties Affected. Nothing in this Agreement, whether express or implied, is intended to confer upon any individual or entity, other than the Parties hereto (and their respective heirs, representatives, successors, and permitted assigns), any rights or remedies hereunder or otherwise. Nothing in this Agreement is intended to relieve or discharge any liability of any Party hereto or any third party. No provision in this Agreement shall give any individual or entity any right of subrogation against any Party hereto.

9. Subject Headings. The subject headings of the sections, paragraphs, and subparagraphs of this Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of this Agreement.
10. 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.
11. Modification. 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.
12. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, pandemics/epidemics, civil or military authority, labor disputes, or any similar cause beyond the reasonable control of the Parties.
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one and the same instrument for all purposes.
14. No Waiver of Immunity. Each Party is a political subdivision of the State of Texas and under the constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as granted to it under the constitution and laws of the State of Texas. Notwithstanding any other provision of this Agreement, nothing in this Agreement is intended to be nor shall it be construed to be a waiver of the sovereign immunity of the State of Texas, or the governmental immunity of JPS or Facility as political subdivisions thereof, nor a prospective waiver or restriction of any rights, remedies, claims, and privileges of the State of Texas, or JPS and Facility as political subdivisions thereof.

*Remainder of page intentionally blank.
Signatures on following page.*

JPS:

Tarrant County Hospital District
d/b/a JPS Health Network
d/b/a John Peter Smith Hospital

FACILITY:

Fort Worth Independent School District

By: Michele Kirk, MD
Name: Michele Kirk, MD
Title: JPS Program Director
Date: 3/22/23

By: Michele Kirk, MD
Name: Michele Kirk, MD
Title: Facility Educational Supervisor
Date: 3/22/23

By: _____
Name: Tricia C. Elliott, MD, FAAFP
Title: Designated Institutional Official
Date: _____

By: Lisa Langston
Name: Lisa Langston, PhD
Title: Director, Athletic Department
Date: 03/21/23

Langston
3/21/2023

Dr. Angélica Ramsey
Superintendent
Fort Worth Independent School District

Cherie Washington
3/22/2023
3/23/2023

Date

EXHIBIT “A”

COMPETENCY BASED GOALS AND OBJECTIVES

John Peter Smith Health Network Sports Medicine Fellowship Program Goals and Objectives

Team Physician/On-Site Sports Coverage

Team Physician/Training Room/ On-site Sports Coverage

Orientation: Fellows meet the athletic trainers for the high schools at the yearly trainer Meet-and-Greet. During this event, sideline coverage protocols and scenarios are discussed and practiced to prepare for the upcoming school year. Goals & objectives are listed in New Innovations, and each fellow is required to confirm that they have reviewed the necessary curriculum.

Supervision: Supervision is provided by the sports medicine faculty. The supervision policy is distributed to each fellow and is also posted in New Innovations.

Evaluation: Evaluation of performance is based on direct observation, 360 Evaluations completed by athletic trainers, as well as formative evaluations documented in New Innovations.

Goals

1. Learn to establish and implement an Emergency Action Plan for individual venues taking into account available resources and personnel.
2. Be able to assess, stabilize, and develop a plan of care for the injured athlete.
3. Become familiar with common injuries and illnesses encountered while covering athletic events.
4. Be familiar with the appropriate management of common injuries and illnesses encountered while covering athletic events including return-to-play decisions.
5. Establish productive lines of communication between the fellows, coaches, athletic trainers, athletes, and parents.
6. Understand when urgent or emergent transport is needed to provide appropriate medical care, as well as the appropriate mode of transportation.
7. Provide appropriate care to athletes in the athletic training room, and understand when treatment in the sports medicine clinic is needed.
8. Understand the role of the team physician in the prevention of injuries and illnesses in athletic participation.
9. Understand the role of rehabilitation in the appropriate management of athletic injuries and return-to-play.

Objectives

Patient Care

1. Demonstrate focused sideline evaluation including pertinent history and physical examination.
2. Provide appropriate training room care as measured by the 360 evaluation from the athletic trainer.
3. Demonstrate compassion toward the athlete and empathy for their individual situation.
4. Display competency in appropriate evaluation, diagnosis, and treatment of common sports medicine injuries and illnesses.

Medical Knowledge

1. Describe distinct injury patterns for individual sports including most common types of injuries.
2. Provide case presentations regarding injured athlete encounters from the previous week at weekly Training Room Rounds “Break-out” sessions following didactics.
3. Exhibit knowledge of conditions that require additional care in the sports medicine clinic.
4. Exhibit knowledge of conditions that require urgent or emergent transport for definitive care.
5. Demonstrate competency of knowledge in anatomy, physiology, pathology, and biomechanics of athletic participation and their implications regarding performance and competition.
6. Demonstrate competency of knowledge in anatomy, physiology, pathology, and biomechanics in the rehabilitation of athletic injuries.

Practice-based Learning and Improvement

1. Prepare and present an Emergency Action Plan for at least one of the venues where athletic events are covered.
2. Maintain accurate medical documentation in regards to patient safety and appropriate management of athletic injuries.
3. Research medical literature and present scientific evidence regarding current concepts in the treatment of athletic injuries.

Interpersonal and Communication Skills

1. Demonstrate effective communication with coaches, athletic trainers, athletes, and families.
2. Work as a member of the sports medicine team.
3. Learn and respect the cultural, ethnic, and socioeconomic differences of patients and their families.
4. Communicate effectively with other physicians and members of the healthcare team.

Professionalism

1. Arrive for duty on time and at the appropriate location.
2. Display professional conduct on the sideline as well as in the training room.
3. Treat all members of the health care team, support staff, and patients with courtesy and respect.

4. Provide comprehensive and ethical treatment to patients regardless of cultural background.
5. Notify supervising physician in the event of absence or late arrival.
6. Provide fellowship coordinator record of attendance and any absences.
7. Record entries in the medical record that are professional and respectful toward patients and other members of the health care team.
8. Complete all medical records in a timely manner.
9. Monitor and verify duty hours as listed in New Innovations.
10. Provide compassionate, appropriate, and ethical care.

Systems-based Practice

1. Act as a patient care advocate and participate in quality improvement.
2. Be aware of cost considerations and risk/benefit analysis of care decisions.
3. Coordinate effectively with other services and specialties when consults or opinions are requested.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PARTNER AGREEMENT BETWEEN FORT WORTH
INDEPENDENT SCHOOL DISTRICT AND CAMP FIRE FIRST TEXAS**

BACKGROUND:

In order to increase student outcomes, Fort Worth ISD (FWISD) high school students have the opportunity to receive additional professional development around child development and pedagogy of teaching. Students will receive courses and training that will result in one or more industry certifications. The program will provide coursework, internship opportunities and on the job training for high school students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Partner Agreement Between Fort Worth Independent School District and Camp Fire First Texas
2. Decline to Approve Partner Agreement Between Fort Worth Independent School District and Camp Fire First Texas
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Camp Fire First Texas

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Letter of Agreement

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

High School Students

RATIONALE:

Approval of this Partner Agreement with Camp Fire First Texas will provide professional learning, technical support and internship credit for high school students to complete required coursework for certification in the early education pre-apprenticeship program, in order to get a start on the career path and college/university programs.

INFORMATION SOURCE:

Marcey Sorensen



Partner Agreement Between Camp Fire First Texas and the Fort Worth Independent School District for Participation in Early Education Pre-Apprenticeship Program (aka Pre-EEAP)

This Partner Agreement is made and entered into as of the last date of execution, (“Effective Date”) by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“District”) and Camp Fire First Texas (“Camp Fire”). District and Camp Fire may be collectively referred to as the “Parties” or individually as a “Party.”

This agreement outlines the commitments of the District and Camp Fire to create an early education pre-apprenticeship program for High School students in the District that will result in one or more industry-based certifications. This document provides a brief overview of the program launch plan.

1. District Commitment

District is committed to partnering with Camp Fire to develop, implement, and evaluate the Camp Fire Early Education Pre-Apprenticeship Program (“Pre-EEAP”), a component of the Camp Fire Early Education Apprenticeship Program (“EEAP”), and agree to authorize one or more District representatives to:

(Mark appropriate box(es) for organization type.)

Local Education Agency and/or College Partners:

- 1.1. Attend Pre-EEAP Partnership and Advisory Committee meetings as agreed upon.
- 1.2. Make efforts to adjust and/or maintain curriculum to align relevant TEKS-based High School courses with EEAP/College course competencies and skills toward Child Development Associate® (CDA) credentialing as able.
- 1.3. Provide updates on changes to any requirements for students to participate in Pre-EEAP and to obtain academic instruction, coursework, and credits aligned with EEAP through their High School program.
- 1.4. Share relevant student data with Camp Fire EEAP within FERPA guidelines and in accordance with respective partners’ data privacy agreements. (Data may be aggregated and/or de-identified if needed.)

Child Care and Workforce Partners:

- 1.5. Attend Pre-EEAP Partnership and Advisory Committee meetings as agreed upon.
- 1.6. Make efforts to support High School student pre-apprentices in paid job placements and on-the-job learning in early childhood settings aligned with Child Development Associate® (CDA) credentialing requirements.
- 1.7. Provide updates on changes to any requirements for student pre-apprentices to obtain paid job placements and on-the-job learning.

- 1.8. Share relevant student pre-apprentice data with Camp Fire EEAP within FERPA guidelines and in accordance with respective partners' data privacy agreements. (Data may be aggregated and/or de-identified if needed.)

2. Camp Fire Commitment

Camp Fire is committed and agrees to:

- 2.1. Coordinate and lead Pre-EEAP Partnership and Advisory Committee meetings.
- 2.2. Act as an intermediary between all Pre-EEAP Partners.
- 2.3. Provide pre-apprenticeship and apprenticeship reference materials/resources as needed.
- 2.4. Facilitate shared information between Pre-EEAP Partners about academic options for student participants post-graduation from Pre-EEAP.
- 2.5. Share relevant student/pre-apprentice data with District within FERPA guidelines and in accordance with respective agency data privacy agreements.

3. Overview of District Pre-EEAP Program Launch Plan

This partnership between Camp Fire and District will launch two cohorts of student pre-apprentice groups within District in the 2023-24 academic year.

"Cohort A" will comprise of current high school students who are in the Teaching and Training CTE Program of Study in District with an interest in early education and working as a full-time early educator post-graduation from high school. Cohort A participants would be encouraged to gain on-the-job learning experience in pre-kindergarten classes or Early Childhood Special Education (ECSE) classes for 3–5-year-olds. Upon graduation from high school, Cohort A participants are expected to earn a teacher's assistant credential. Through this partnership between Camp Fire and FWISD, Cohort A will be allowed to enter Camp Fire's EEAP program at the Associate's level (ECE II). The goal number of participants in this cohort is 25.

"Cohort B" will comprise of incoming high school students who are recruited to participate in the Pre-EEAP program in tandem with the Early Learning CTE Program of Study, beginning at Polytechnic High School. Cohort B participants will have the opportunity to take the Early Learning Program of Study course plan toward earning a CDA credential. Over the course of their high school years, they are expected to gain hours of on-the-job learning experience toward earning a CDA credential at the District child development center (CDC) opening in the Polytechnic H.S. feeder pattern area. The goal number of participants in this cohort is 25.

Beyond the 2023-24 academic year, this partnership expects future Pre-EEAP program cohorts in District will follow the structure of Cohort B, resulting in successful cohort participants earning CDA credentials.

4. Amendment or Cancellation of this Early Education Apprenticeship Partner Agreement

This Agreement may be amended or modified at any time in writing by mutual consent of both parties.

5. Partner Agreement Summarization

FURTHERMORE, the Parties to this Partner Agreement have mutually acknowledged and agreed to the following:

- 5.1. To work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Agreement.
- 5.2. It is not the intent of this Agreement to restrict the Parties from their involvement or participation with any other public or private individuals, agencies or organizations.
- 5.3. The Parties to this Agreement shall mutually contribute and take part in any and all phases of support of pre-apprentices of this Camp Fire Pre-EEAP, to the fullest extent possible.
- 5.4. It is not the intent or purpose of this Agreement to create any rights, benefits and/or trust responsibilities by or between the parties.
- 5.5. The Parties to this Agreement have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

Upon the signing of this Agreement by both Parties, this Agreement shall be in effect as of the day and year last referenced.

Fort Worth Independent School District

Olayinka Ojo, Executive Director of Early Learning
Name and Title (Print)

03.20.2023
Date

Olayinka Ojo
Signature

Dr. Angélica Ramsey
Superintendent
Fort Worth Independent School District

Date

Camp Fire First Texas

Toni Sturdivant, VP Early Education
Name and Title (Print)

03.20.2023
Date

Toni Sturdivant
Signature

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE UNIVERSITY OF TEXAS AT ARLINGTON FOR SOCIAL WORK EDUCATIONAL FIELD EXPERIENCE

BACKGROUND:

Fort Worth ISD has a long-standing relationship with the University of Arlington (UTA) School of Social Work. Through this partnership, the District’s Intervention Services (IS) Department has provided a meaningful internship for social work students at the Bachelors and Masters levels. The interns will be trained and supported by the onsite Intervention Specialist who is a Licensed Master Social Worker and an approved field instructor with UTA. The social work interns will gain valuable experience at the macro and micro levels as well as gain an understanding of how a mental health professional can support academic achievement. IS staff assume sole responsibility for the quality of patient or client care. This partnership will not incur any cost for Fort Worth ISD. Unless terminated earlier by either party, the five (5) year agreement will remain in force through June 2028.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Affiliation Agreement Between Fort Worth Independent School District for Social Work Educational Field Experience
2. Decline to Approve Affiliation Agreement Between Fort Worth Independent School District for Social Work Educational Field Experience
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Affiliation Agreement Between Fort Worth Independent School District for Social Work Educational Field Experience

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

The University of Texas at Arlington

PURCHASING MECHANISM:

Affiliation Agreement

Purchasing Support Documents Needed:

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

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

Various Fort Worth ISD Campuses
Intervention Services Department

RATIONALE:

The collaboration with the UTA School of Social Work enhances the Student Support Services team at the identified campuses with a potential to reduce discipline rates, increase student attendance, and overall academic achievement.

INFORMATION SOURCE:

Cherie Washington

**THE UNIVERSITY OF TEXAS AT ARLINGTON
EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT
SOCIAL WORK**

This Educational Experience Affiliation Agreement (“Agreement”), effective **26 April 2023** (“Effective Date”), is between The University of Texas at Arlington, on behalf of its School of Social Work ("University") and **Fort Worth Independent School District - Department of Intervention Services** ("Facility").

Recitals

WHEREAS Facility operates the following locations, using its personnel to provide social work services: 2801 Patino Rd, Rm 123, Fort Worth, Texas, 76112.

WHEREAS University provides academic courses in the study of social work and desires from time to time to provide its School of Social Work Students (“**Students**”) with educational experience by utilizing appropriate facilities and personnel of third parties.

WHEREAS University and Facility desire to implement an educational experience for Students involving the Students and personnel of University and the facilities and personnel of Facility (“**Program**”).

Agreement

NOW THEREFORE, in consideration of the mutual promises herein, University and Facility agree as follows:

1. PROGRAM DEVELOPMENT.

- a.** University will designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.
- b.** Facility will appoint a person to serve for Facility as a liaison ("Facility Liaison"), by the following procedure:
 - i.** Facility will submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
 - ii.** University will not allow students to participate in the educational experience without an approved Facility Liaison;

- iii. No person will act as Facility Liaison without the prior written approval of University; and
 - iv. In the event the Facility Liaison approved by University later becomes unacceptable or unavailable, University will cease any student educational experiences until the appointment and approval of a new Facility Liaison.
 - c. Facility Liaison and University Representative will design the Program in a manner that is consistent with the curriculum requirements and applicable standards of the accrediting entity for the School of Social Work. The Facility Liaison and University Representative will revise the Program to continually meet University curriculum requirements and standards of its accrediting or regulatory entities.
 - d. The Program will be an integral part of the services provided by Facility. Students will be participating under the direct supervision of University Personnel and/or Facility personnel who are licensed or otherwise qualified to perform such services.
- 2. **TERM AND TERMINATION.** This Agreement shall continue in effect for an initial period ending five (5) years after the Effective Date ("Term"). During this term either Party may, at any time, give the other one ninety (90) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
- 3. **UNIVERSITY OBLIGATIONS.** University will:
 - a. Furnish Facility with the names of the Students assigned by University to participate in the Program;
 - b. Assure that all Students selected for participation in Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program and assign only those Students;
 - c. Develop criteria for the evaluation of the performance of University Students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those Students;
 - d. Assign grades to Students participating in the Program on the basis of the performance evaluations submitted in the reporting forms;
 - e. Inform all University Students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on the premises of Facility and to comply with the requirements of federal and state laws

and regulations regarding the confidentiality of information in records maintained by Facility;

- f.** Provide information requested by Facility related to Students participating in the Program unless prohibited by federal or state law; and
 - g.** Remove a Student from the Program when the Facility determines that the Student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.
- 4. FACILITY OBLIGATIONS.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the Program. In connection with such Program, Facility will:
- a.** Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;
 - b.** Assign appropriate space on Facility premises for offices, lectures, and other nonexperience related activities of the Program;
 - c.** Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
 - d.** Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
 - e.** Assume sole responsibility for the quality of patient or client care;
 - f.** Provide orientation sessions to inform University Students and personnel concerning the rules and regulations of Facility;
 - g.** Permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
 - h.** Permit representatives of the accrediting entity for the school or division of University in which Students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- 5. NOTICES.** All notices under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

6. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility or University shall affect or modify any obligations of Facility or University under this Agreement.
7. **ASSIGNMENT.** This Agreement may not be assigned by either Facility or University without prior written approval of the other party.
8. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default of this Agreement or give rise to any claim for damages.
9. **GOVERNING LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas. Venue for any proceeding shall be Tarrant County, Texas.
10. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
11. **HIPAA.** If Facility is not a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”), Section 11.0 in its entirety is not applicable to this Agreement. If Facility is a covered entity for the purposes of HIPAA and subject to HIPAA Privacy Regulation, the Facility and University agree as follows:
 - a. To the extent that Students are participating in the Program and if applicable, that University personnel are providing supervision at the Facility as part of the Program, Students and, if applicable University personnel, shall:
 - i. Be considered part of the Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR § 164.103, but shall not be construed to be employees of the Facility;
 - ii. Receive training by the Facility on, and subject to compliance with, all of Facility’s privacy policies adopted pursuant to the Regulations; and
 - iii. Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a Student accessed through Program participation, or as applicable University personnel accessed through the provision of supervision at the Facility, that has not first been de-identified as provided in 45 CFR §164.514(a).
 - b. University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a Student, or as applicable

University personnel, who is acting as a part of the Facility's workforce as set forth in Section 11.a.i. of this Agreement or any other source, that has not first been deidentified as provided in 45 CRF § 164.514(a).

- c. No services are being provided to the Facility by University, its Students, or if applicable its University personnel, pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR § 160.103.

12. UNIVERSITY INSURANCE.

- a. University shall require Students be covered by, and provide proof of, professional liability insurance with a limit of \$1,000,000 per claim with an aggregate limit of \$3,000,000. Upon request from Facility, University shall furnish written confirmation of this insurance coverage including the certificate of insurance.
- b. University, as a Texas state agency, has not acquired Employer's Liability or Comprehensive General or Public Liability Insurance, but represents it has sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act for property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within the scope of employment. Liability of a state agency in this regard is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.
- c. Employees of the University are provided Workers' Compensation coverage under a self-insurance, self-managed program as authorized by the Texas Labor Code, Chapter 503.
- d. Facility acknowledges that Students are not employees of the University. Likewise, University and Students acknowledge that Students are not employees of the Facility.

13. GENERAL TERMS.

- a. Students and University personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. Students are not permitted to drive clients in personal vehicles without the express written permission of UTA, which will only be granted after both the student and the facility vehicle insurance is verified.
- c. This Agreement constitutes the entire agreement between Facility and University with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those agreements. No

amendment to this Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

- d. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Agreement.
- e. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

The University of Texas at Arlington

Fort Worth Independent School District

By:

By:

ASL

Victoria Warren

Amber Smallwood, Ph.D.
Assistant Vice Provost

Victoria Warren, LMSW
Director – Intervention Services

3/9/2023

Date: 12/05/2022

Date: 12/05/2022

APPROVED AS TO FORM BY

Katharine Adams

KATHARINE ADAMS
ASSOCIATE UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

Signature: *[Signature]* (As to Form)

FWISD Legal Services

Date: 04/05/2023

Signature: _____

FWISD Board President

Date: _____

Signature: _____

Dr. Angélica M. Ramsey, Ed. D.

Date: _____

Cherie Washington
3-29-2023

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE DALLAS HOLOCAUST AND HUMAN RIGHTS MUSEUM

BACKGROUND:

Fort Worth ISD (FWISD) and the Dallas Holocaust and Human Rights Museum (DHHRM) have partnered to provide educational opportunities for teachers, students, and families since the 2018 - 2019 school year. During that year, all district sixth graders participated in a DHHRM sponsored City-Wide Read and Performance program and another 2,000 FWISD students visited the museum. The partnership has continued in subsequent school years in the form of cost-free opportunities for FWISD classes to participate in-person field trips, virtual field trips, or education programs provided by the museum. Nearly 5,000 FWISD students, teachers, and chaperones have participated in DHHRM programs since the start of 2019 - 2020.

The partnership proposed for the school year 2023 - 2024 creates opportunity for, at a minimum, 2,500 Kindergarten-12 FWISD students, teachers, and chaperones to experience the museum via virtual and in-person grade-level band programming as outlined in the Memorandum of Understanding (MOU).

The field trips and programs were designed by Texas Education Agency (TEA) certified Museum Educators. They are aligned with the Texas Essential Knowledge and Skills, or TEKS interdisciplinary, and supportive of student social and emotional-learning needs.

The MOU outlines responsibilities under the partnership and establishes parameters for planning and logistics. Below is provided as a high-level summary.

The museum places a total estimated monetary value to the District of \$20,000 on the virtual tours and education programs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
2. Decline the Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Not Applicable

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

Teaching and Learning, Academics
Available to K-12 campuses districtwide

RATIONALE:

Approval of this MOU will create an opportunity for, at minimum, 2,500 FWISD students, teachers, and chaperones to experience DHHRM programs at no cost this year. Programs are TEKS-aligned, interdisciplinary, supportive of student needs, and possess learning outcomes consistent with the district’s mission of “Preparing all students for college, career and community leadership”. The content delves into crucial aspects of understanding human history while reinforcing the roles and responsibilities individuals have to make a difference in their communities today.

INFORMATION SOURCE:

Marcey Sorensen

**DALLAS _____
HOLOCAUST AND
HUMAN RIGHTS
_____ MUSEUM**

**FORT WORTH ISD PARTNERSHIP MEMORANDUM OF UNDERSTANDING
2023-2024 Academic Year**

I. PARTIES

The parties to this Agreement are the Dallas Holocaust and Human Rights Museum, a Texas nonprofit corporation, hereinafter referred to as the "Museum," 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 "ISD".

II. PURPOSE

This Agreement is to outline the terms and conditions for the partnership between the Museum and the ISD to have ISD students participate in in-person field trips, virtual field trips, or education programs provided by the Museum during the 2023-2024 ISD academic year.

III. SERVICES TO BE PROVIDED

The Museum agrees to donate the following pre-approved field trips, education program, and services to the ISD:

2,500 total admissions the ISD to visit the Museum on in-person field trips, virtual field trips, or attend an education program. Total admission includes ISD students, teachers, and ISD-approved adult chaperones. Extended descriptions of field trips and education programs are below.

School bus transportation reimbursements for transportation to and from the Museum after an in-person field trip only after receipt of ISD invoice. Virtual field trips and education programs do not include a transportation reimbursement.

Museum staff travel reimbursement to ISD schools for off-site education programs.

ISD Partnership Registration Form for ISD teacher to provide in-person field trip, virtual field trip, or education program details and registration information to the Museum. The Museum will share registration information with designated ISD contact persons.

Logistical support for teachers before and during the in-person field trips, virtual field trips, and education programs.

Curriculum-aligned lesson planning support by the Museum's education team in preparation for the in-person field trips, virtual field trips, and education programs upon ISD staff's request.

Pre-visit or pre-program resource guide for ISD teachers.

Targeted outreach support to the ISD's teachers to encourage them to register for the in-person field trips, virtual field trips, and education programs upon request by ISD staff.

Designate Adilene Hernandez as Museum contact for pre-field trip or pre-program communication, reservation information, and logistics.

The ISD agrees to provide the following logistical support to facilitate the in-person field trips, virtual field trips, and education programs by the Museum:

Designate John Fernandez as the contact person or person in equivalent staff position at the ISD for the ISD to communicate with the contact person for the Museum, Adilene Hernandez.

Pre-approve the in-person field trips, virtual field trips, and education programs for clearance with the ISD's leadership and school principals.

Notify ISD school principals and teachers of partnership with the Museum and availability of in-person field trips, virtual field trips, and education programs.

Share Museum's ISD Partnership Registration Form with the ISD's teachers to register for the in-person field trips, virtual field trips, or education program, and provide logistical support for all necessary registration.

Provide outreach support to the ISD's teachers to register for the in-person field trips, virtual field trips, and education programs through the Museum's ISD Partnership Registration Form.

Provide ISD's teachers with logistical support for the reservation of bus transportation to the Museum for in-person field trips. The ISD coordinator is responsible for reserving the transportation, not the ISD teacher or Museum staff.

Invoice the Museum for school bus transportation reimbursement within one month after an in-person field trip has occurred. Invoicing must be received by the Museum on a monthly basis no later than the 8th day of each month.

The ISD teachers will have the choice of the following educational experiences:

a 1-hour on campus education program led by a Museum Educator,

a 1-hour virtual field trip of one of the Museum's three permanent exhibition wings,

a minimum 2-hours Wing-focused (Human Rights & Pivot to America) in-person field trip to the Museum that includes arrival, check-in, and a tour of one wing of the permanent exhibition, special exhibition *Black Citizenship in the Age of Jim Crow*, and departure.

or a minimum 2.5-hour in-person field trip to the Museum that includes arrival, check-in, a full tour of the permanent exhibition, flex time to relax in courtyard or tour the special exhibition, and departure.

The ISD will adhere to the following requirements for on campus education programs:

The ISD education program dates are only available upon a minimum advanced request of 60 business days and not during the months of January and February 2024.

Virtual education program session start times are available between 8:30 a.m. and 3:30 p.m.

On campus education program session start times are available between 10 a.m. and 2:30 pm.

Education programs are offered for participants in grades kindergarten to 5. All education programs are grade-aligned, and participants must be in the grades designated by the Museum for the education program.

There is a required minimum of 25 participants per education program and a maximum capacity of 90 participants per education program.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for an Education Program. The Museum needs to receive registration information from the teacher at least 60 days before the confirmed program date.

The education program is not official until the Museum has received the ISD Partnership Registration Form.

The lead teacher will receive a confirmation email with the reservation details after the completion of the ISD Partnership Registration Form. This confirmation email includes important logistical details for the education program (arrival time, set up time, presentation needs), and Education Program Resource Packet.

The Museum will use Zoom video conferencing to stream virtual education programs. The lead teacher will receive the link 48 hours before the virtual education program start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The Museum will need access to the program location at the ISD school 30 minutes prior to an on campus education program for set up and preparation of the program.

The ISD contact person is required to cancel any education program at least 1 week before the education program date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The Museum has the option to award the ISD additional program dates. The Museum reserves the right to change approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change a virtual education program when a school group connects late.

The Museum is not responsible for delays in arrival for on campus programs due to traffic or weather. The Museum reserves the right to cancel or change an on campus education program if a Museum Educator arrives late at the ISD school due to traffic or weather.

The ISD will adhere to the following requirements for the virtual field trips:

The ISD virtual field trip tour dates are only available upon a minimum advanced request of 60 business days and not during the months of February and March 2024.

Virtual field trip start times must be between 8:30 a.m. and 3:30 p.m. (Central Time).

Virtual field trip participants must be in 5th grade or above.

There is a required minimum of 25 participants per virtual field trip and a maximum capacity of 90 participants per virtual field trip.

For virtual education programs, the group can connect as one classroom through projection or as 90 individual devices.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for a virtual field trip. The Museum needs to receive registration information from the teacher at least 60 days business days.

The lead teacher will need to submit a student roster with the submission of the ISD Partnership Registration Form.

The virtual field trip is not official until the Museum has received the ISD Partnership Registration Form.

The Museum will use Zoom video conferencing to stream the virtual field trip. The lead teacher for the ISD school will receive the link 48 hours before the virtual field trip start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The ISD contact person is required to cancel any virtual field trips at least 1 week before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change tour dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience when a school group connects late to the virtual field trip.

The ISD will adhere to the following requirements for the in-person Pivot to America/Human Rights wing-focused field trips:

The ISD in-person field trip tour dates are only available on 9/27/2023, 9/28/2023, 9/29/2023, 10/2/2023, 10/4/2023, and 10/5/2023.

The Museum recommends ISD school groups arrive by 11:00 a.m. for check-in and unloading. The in-person field trip start time is 11:30 a.m. ISD schools will depart the Museum no later than 1:00 p.m.

The in-person wing-focused field trips will only visit the Human Rights and Pivot to America Wings and the special exhibition *Black Citizenship in the Age of Jim Crow* at the Museum.

In-person field trip participants must be in 6th grade or above, preferably studying U.S. History or Ethnic Studies.

The ISD can bring up to 80 students, teachers, and accompanying adult chaperones per tour date.

The ISD is required to provide 1 adult chaperone for every 10 students.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for an in-person field trip. For Fall 2023 in-person field trips, the Museum needs to receive registration information from the teacher at least 3 weeks before the pre-approved program date.

The in-person field trip is not official until the Museum has received the ISD Partnership Registration Form.

The lead teacher will receive a confirmation email with the reservation details after the completion of the ISD Registration Form. This confirmation email includes important logistical details for the in-person field trip information (arrival time, tour time, departure time, and field trip logistics), bus parking map, visiting guidelines, informational video, pre-visit resource guide, and other tour details. The lead teacher MUST reply to this email to confirm receipt and the final attendance number to complete the reservation process.

The lead teacher for the ISD school will be required to submit a roster of ISD students and chaperones participating in the in-person field trip upon arrival at the Museum.

The ISD contact person is required to cancel any in-person trips at least 1 week before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule in-person field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group. ISD school groups arriving before their designated arrival time cannot enter the Museum.

The ISD will adhere to the following requirements for the full in-person field trips:

The ISD in-person field trip tour dates are only available on 10/26/2023, 10/27/2023, 12/14/2023, 1/29/2024, 2/9/2024, 4/25/2024, 4/26/2024, 5/2/2024, 5/3/2024, 5/6/2024, 5/13/2024, and 5/15/2024.

The ISD school groups should arrive by 10:45 a.m. for check-in and unloading. The in-person field trip start time is 11:00 a.m. ISD schools will depart the Museum no later than 1:30 p.m.

In-person field trip participants must be in 6th grade or above.

The ISD can bring up to 120 students, teachers, and accompanying adult chaperones per tour date.

The ISD is required to provide 1 adult chaperone for every 10 students.

The ISD coordinator needs to share the Museum's ISD Partnership Registration Form with educators who want to register for an in-person field trip. For Fall 2023 in-person field trips, the Museum needs to receive registration information from the teacher at least 4 weeks before the

pre-approved program date. **For Spring 2024 tour dates, the Museum needs to receive the registration information from the teacher by December 20, 2023. If not, the pre-held Spring 2024 tour dates will be released to other school districts.**

The in-person field trip is not official until the Museum has received the ISD Partnership Registration Form.

The ISD contact will be carbon copied on any email communication with the lead teacher during the reservation process.

The lead teacher and ISD Contact will receive a confirmation email with the reservation details after the completion of the ISD Registration Form. This confirmation email includes important logistical details for the in-person field trip information (arrival time, tour time, departure time, and field trip logistics), bus parking map, visiting guidelines, informational video, pre-visit resource guide, and other tour details. The lead teacher **MUST** reply to this email to confirm receipt and the final attendance number to complete the reservation process.

The lead teacher for the ISD school will be required to submit a roster of ISD students and chaperones participating in the in-person field trip upon arrival at the Museum.

The ISD contact person is required to cancel any in-person trips at least 2 weeks before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule in-person field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group. ISD school groups arriving before their designated arrival time cannot enter the Museum.

The Museum gives permission to the ISD for ISD students and staff to consume lunch on its property in designated locations only. On the Partnership Submission Form, the lead teacher is required to confirm that the school will consume lunch on Museum property. If this is not confirmed, the Museum will not have any availability for the school group to consume lunch on its premises.

The ISD can purchase student lunches through the provided catering service, Food Glorious Food, at least 7 business days prior to the pre-approved tour date or bring brown bag lunches for the ISD's students. Brown bag lunches cannot be stored individually and must be packed in a label container. School groups must provide beverages if they bring brown bag lunches. The Museum cannot provide water or other beverages.

The Museum may conduct anonymous surveys for student groups visiting the Museum. Through an evaluation partnership with the Center on Research and Evaluation at Southern Methodist University (SMU), the Museum will collect IRB-approved, anonymous pre- and post-surveys from students and confidential post-surveys from teachers. At no time will any Museum or SMU staff know the identity of the students completing the survey, nor will they be able to obtain the students' identities. Teacher surveys will be identified by name and school to facilitate matching

to students in their group, however individual districts, schools, and teachers will not be identified in evaluation reports.

IV. AMOUNT OF THE AGREEMENT AND PAYMENT

In exchange for providing the above services, the Museum agrees to pay the admission/program costs ("the Admission/Program Fee") for up to 2,500 ISD visitors or participants. The Admission Fee has a value of up to \$20,000.00.

In addition to the Admission/Program Fee, the Museum will reimburse the ISD for school bus transportation cost to/from the Museum for in-person field trips. The ISD is required to invoice the Museum after the field trip tour date for the school bus transportation cost, which shall not exceed \$12,500.00 The Museum will reimburse the ISD by credit card or check within 30 days after receiving the invoice.

The Museum will not provide a transportation reimbursement for virtual field trips or virtual education programs.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the ISD is an independent contractor and not an employee of the Museum. Employment related deductions such as withholding taxes and/or Social Security taxes shall not be withheld and are the responsibility of the ISD. Nothing contained in this Agreement shall be construed as creating a joint venture, agent, or employment relationship between Museum and ISD for any purpose whatsoever.

VI. TERMINATION

The Museum reserves the right, in its sole discretion, to terminate the Agreement and cancel the engagement upon a ninety (90) calendar day written notice by the Museum to the ISD, and upon such termination the Museum shall have no further obligation or liability to ISD. If the Museum provides notice of termination less than ninety (90) calendar days prior to the scheduled date of the engagement, the Museum shall pay to the ISD the Admission Fee set forth in Article IV.

The ISD may terminate this Agreement by giving a ninety (90) calendar day written notice to the Museum.

VII. FORCE MAJEURE

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergencies, beyond the reasonable control of Museum and ISD, making it illegal or impossible to fulfill the terms and conditions of this Agreement, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other and neither party will have any liability or further obligations under this Agreement to the other party.

VIII. INSURANCE

The ISD and the Museum, each, agree to carry, and upon demand, provide evidence of a sufficient amount of insurance to provide coverage for any third-party liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

IX. LIMITATION OF LIABILITY/WAIVER

THE MUSEUM SHALL NOT BE LIABLE TO ISD FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, INCURRED BY ISD, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF MUSEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MUSEUM SHALL NOT INDEMNIFY NOR GUARANTEE ANY OBLIGATION OF ISD FOR THE BENEFIT OF ANY THIRD PARTY.

THE ISD HEREBY WAIVES AND RELEASES THE MUSEUM, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND BOARD MEMBERS FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ("CLAIMS") ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUSEUM.

X. GOVERNING LAW/VENUE

This Agreement shall be governed by and in accordance with the laws of the State of Texas. The venue of any suit or legal proceeding brought for any breach of this Agreement shall be in any court of competent jurisdiction in Tarrant County, Texas.

XI. ASSIGNMENTS

The ISD may not assign this Agreement, in whole or part, and may not assign any right or duty required under it.

XII. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XII. DISPUTE RESOLUTION

Should a dispute arise out of the Agreement, the Museum and the ISD will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be selected by the Museum and ISD within fifteen (15) calendar days after receipt of written notice by one of them demanding mediation under this section. The ISD and Museum shall equally split the costs of the mediation unless the Museum, in its sole good faith discretion, approves its payment of a greater share of such costs. By mutual agreement, the Museum and the ISD may elect to participate in a non-binding form of dispute resolution other than mediation. The Museum's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement. The ISD's participation in or the

results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement.

XIV. CONTACT PERSONS

The individuals named below shall be the contact persons for the Museum and the ISD, respectively. All calls, correspondence, or other contacts necessary for the execution of this Agreement shall be directed to the persons named below unless the party is specifically directed otherwise.

Museum
Charlotte Decoster
Ackerman Family Director of Education
Dallas Holocaust and Human Rights Museum
cdecoster@dhhrm.org

ISD
Joseph Niedziela
Ex. Director of K-12 Soc. Stud. & Curriculum Supp
Fort Worth ISD
joseph.niedziela@fwisd.org

XVI. AMENDMENTS

This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by both parties to the Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

XVII. CERTIFICATIONS

The terms of this Agreement are accepted by the parties to the Agreement. Persons signing are expressly authorized to obligate the parties to the terms of this Agreement.

Museum
CEO/PRESIDENT
Mary Pat Higgins

ISD
Title: Executive Director K-12 SS + Curriculum Support
Name: Joseph Niedziela



3-24-23
Date

3-31-2023
Date

Marcey Sorensen 03/31/2023
Dr. Marcey Sorensen
Chief Academic Officer

Dr. Angélica Ramsey
Superintendent of Schools
Fort Worth Independent School District


03/31/2023

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND INVICTA SERVICES GROUP

BACKGROUND:

Invicta Services Group partners with school systems, colleges, and universities to provide mental health and wellness services to students, families, and staff. Invicta provides traditional mental health services to those struggling with issues such as anxiety, depression, anger management, eating disorders, trauma, concentration, self-esteem, and academic stress. Services will be provided at Family Resource Centers (FRC) and other Fort Worth ISD locations to make it more accessible.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Invicta Services Group
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Invicta Services Group
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Invicta Services Group, LLC

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Not Applicable

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

Family and Community Resources
Family Resource Centers
District - Wide

RATIONALE:

Students with Medicaid have been put on waitlists for up to six (6) to twelve (12) months due to the short supply of providers accepting Medicaid. Annually, the Family Resource Centers received almost four thousand behavioral health referrals with more than 60% of these students being on Medicaid. This partnership will allow Fort Worth ISD to better serve students, families and staff by expediting their care and removing the barrier of transportation. All services coordinated through the Families and Community Resources Department are coordinated with the consent of the parent. Approval will allow students, families, and staff better access to counseling and wellness services.

INFORMATION SOURCE:

Cherie Washington

MEMORANDUM OF UNDERSTANDING
BETWEEN
INVICTA SERVICES GROUP, LLC
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT
TO SUPPORT STUDENT MENTAL HEALTH



INVICTA SERVICES GROUP

**MENTAL HELP FOR
STUDENTS OF ALL AGES**

This Memorandum of Understanding (MOU) sets forth guidelines to clarify the responsibilities of 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”), and Invicta Services Group, LLC (“Invicta”) with respect to Student Mental Health Services (“Services”) provided by Invicta. Invicta and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

This MOU is not intended to create a legally enforceable contract. Rather, it sets forth the guidelines under which the parties will interact with the other.

- A. Invicta desires to provide Student Mental Health counseling support to students and their parents/families, and FWISD desires that Invicta provide Student Mental Health Services; and
- B. Invicta desires to support FWISD employees seeking Adult Mental Health Services; and
- C. The Parties desire to enter this MOU to set forth their mutual understanding with respect to the terms and conditions under which Student and Adult Mental Health Services will be provided.

The Parties agree as follows:

I. SCOPE OF SERVICES

Services will consist of short-term counseling and problem-resolution support for issues capable of short-term resolution (e.g., school adjustment issues, social media issues, issues relating to emotional regulation and mental health, social interaction strategies, parent-child communication, drug, and alcohol abuse, and school violence) provided to students who attend designated locations within the FWISD.

- A. Services may include any of the following, as appropriate:
 - Short-term counseling for children/parents/families;
 - Psycho-educational/supportive group activities for parents or students;
 - Training presentations for teachers regarding Invicta services available to students;
 - Outreach to and psycho-educational presentations for parents/families;
 - Training and support groups for parents/families addressing developmental and behavioral needs and milestones and the impact on eligible participant children;
 - Sessions for parents and students for ongoing management of personal issues;
 - Training sessions for teachers to manage the stress of their qualified students;
 - Sessions for individual students with academic challenges or adjustment problems;
 - Consultation with teachers regarding improving child and youth social interactions and behavior, as well as other student needs for qualified students; and
 - Problem-solving with teachers and staff about how to engage/intervene with qualifying children displaying behavioral difficulties, including issues related to bullying and self-esteem issues.
 - The Parties may, from time to time, agree to the provision of other non-medical support services.
- B. Services do not include the following:
 - The supervision of any child or group of children. The Student Mental Health counselor should not be counted in the student-teacher ratio.
 - Participation in any Special Needs Assessment Process (SNAP). The Student Mental Health counselor may be introduced as an additional resource and assist in coaching, guiding, and supporting behavioral interventions resulting from the SNAP.
- C. Adult Mental Health Services may include any of the following, as appropriate:
 - Short-term counseling for faculty, staff, and staff’s families that voluntarily consent to such services;

- Psycho-educational/supportive group activities;
 - Outreach to and psycho-educational presentations;
 - Training and support groups addressing developmental and behavioral needs and milestones and the impact on eligible faculty;
 - Sessions for ongoing management of personal issues; and
 - Training sessions for stress management.
- The Parties may, from time to time, agree to the provision of other non-medical support services.

D. Adult Mental Health Services are provided as a resource to FWISD faculty and staff. Invicta Services Group will obtain and maintain written consent from the employee which clarifies that: (1) that the employee is voluntarily consenting to such treatment; (2) the District is not a part of the provider/patient relationship; and (3) the employee's insurance provider may be billed directly for the services.

E. Adult Mental Health Services do not include the following:

- The supervision of any child or group of children;
- Home or off-campus appointments.

F. Services and Adult Mental Health Services are provided without charge to FWISD and are billed directly to insurance.

II. MODALITY OF SERVICES:

A. Services are provided on-site at the school, in person. However, under special circumstances with school system concurrence, virtual services may be available via video-teleconferencing.

B. Adult Mental Health Services are provided at the school, at designated resource centers, or virtually via video-teleconferencing services.

III. INVICTA RESPONSIBILITIES:

A. Invicta Responsibilities for Student Services:

1. Invicta will provide Services to parents/families and students referred by FWISD.
2. Invicta will provide Services to support FWISD families.
3. Invicta will designate a supervisor to act as liaison with FWISD to facilitate the coordination of Services with FWISD.
4. Invicta will ensure that each counselor assigned to FWISD to provide Services ("Student Mental Health Counselor") will meet or exceed the qualifications, including, without limitation:
 - a. Graduate degree from a recognized entity (licensed as an independent practitioner) in the mental health field;
 - b. Valid, unrestricted counseling license;
 - c. Experience working with children or youth;
 - d. Ensure all Invicta employees working in FWISD or with FWISD students as part of this agreement have FBI fingerprint and background check clearance prior to providing any service to any FWISD students. Invicta will be responsible for the fingerprint and background check clearance costs;
 - e. Require all Invicta employees working in FWISD to participate in select online training determined by FWISD to assist employees in understanding select FWISD policies and procedures;
 - f. Follow all FWISD district, school, and classroom policies and procedures;
 - g. Obtain parent/guardian written permission/consent for each student served before providing any Services for that student.
 - h. Acknowledge that to ensure the integrity of the educational process for all students. The school principal (or designee) reserves the right to exclude any or all services and/or Providers from campus,

to refuse services, limit the time or number of services that are provided/allowed in the school/classroom, and/or request a change in the service Provider.

- i. Acknowledge that all FWISD student records are confidential. Invicta's presence on campus does not provide it the right to inspect or review student records. Invicta shall not seek access to confidential student records unless it first provides written consent from the student's parents/legal guardian.
- j. When providing services on the school campus, Invicta agrees to obtain written permission from FWISD prior to making public any reports or other publications with data obtained from services provided to FWISD students, staff, or families as a result of this agreement.

B. Invicta Responsibilities for Adult Mental Health Services:

1. Invicta will provide Adult Mental Health Services to the FWISD faculty, staff, and their families.
2. Invicta will designate a dedicated supervisor to act as liaison with FWISD to facilitate the coordination of Adult Mental Health Services with FWISD.
3. Invicta will ensure that each counselor assigned to FWISD to provide Adult Mental Health Services will meet or exceed the qualifications, including, without limitation:
 - a. Graduate degree from a recognized entity (licensed as an independent practitioner) in the mental health field;
 - b. Valid, unrestricted counseling license;
 - c. Ensure all Invicta employees working in FWISD as part of this agreement have FBI fingerprint and background check clearance prior to providing any service to any FWISD students. Invicta will be responsible for the fingerprint and background check clearance costs;
 - d. Require all Invicta employees working in FWISD to participate in select online training determined by FWISD to assist employees in understanding select FWISD policies and procedures;
 - e. Follow all FWISD district, school, and classroom policies and procedures;
 - f. Obtain written permission/consent for treatment prior to providing service;
 - g. Acknowledge that all FWISD faculty records are confidential. Invicta's presence on campus does not provide it the right to inspect or review records;
 - h. Acknowledge that all assessments, session notes, and treatment plans are confidential and will not be shared with FWISD administration; and
 - i. When providing services on the school campus, Invicta agrees to obtain written permission from FWISD prior to making public any reports or other publications with data obtained from services provided to FWISD students, staff, or families as a result of this agreement.

- C. Consistent with their licensing requirements, Invicta counselors have the duty to notify local law enforcement personnel regarding all cases of suspected child abuse and neglect and when duties to warn and protect arise, as may be required by state law and other applicable laws. FWISD personnel will not be responsible for any Invicta counselor reporting duties that may arise during service.

IV. SCHOOL RESPONSIBILITIES

A. Student Services:

1. Once locations are identified and qualified for Services, FWISD will specify the dates and times of service delivery, to be agreed upon by Invicta and FWISD.
2. FWISD will demonstrate its support for and promote awareness of Services within the designated schools and their communities through communications with teachers, staff, and families.
3. FWISD will designate a point of contact with: (1) Invicta; (2) principals of the designated schools or their designees; and (3) community contacts to support and coordinate the implementation of Services.
4. FWISD will provide suitable space to provide counseling services (primarily common space areas).

B. Adult Mental Health Services:

1. Once locations are identified and qualified for Services, FWISD will specify the dates and times of service delivery, to be agreed upon by Invicta and FWISD.
2. FWISD will demonstrate its support for and promote awareness of Adult Mental Health Services through staff communication efforts.
3. FWISD will designate a point of contact with: (1) Invicta; (2) FWISD designee; and (3) community contacts to support and coordinate the implementation of Adult Mental Health Services.
4. FWISD will provide suitable space to provide counseling services for applicable FWISD faculty/staff.

V. MENTAL HEALTH COUNSELOR RESPONSIBILITIES:

A. Counselor Responsibilities for Student Mental Health Services:

1. Student Mental Health Counselors will ensure written parental/legal guardian consent is in place before counseling any student.
2. Student Mental Health Counselors must always wear identification badges that identify them as Invicta Counselors while on FWISD premises or in virtual sessions. Invicta Counselors will only be permitted to enter FWISD premises or provide virtual sessions with proper identification badges. Student Mental Health Counselors will also be required to check in at every FWISD location through the FWISD Raptor system.
3. Invicta Counselors must have been successfully processed for a criminal history background check using Invicta and FWISD-established processes.
4. Invicta must ensure that all Invicta Counselors are properly licensed at the master's or Doctorate level and have experience working with adults, couples, families, children and adolescents.
5. Invicta personnel will complete all training mandated before providing services to students at FWISD.

B. Counselor Responsibilities for Adult Mental Health Services:

1. Mental Health Counselors will obtain written consent prior to the client's appointment.
2. Mental Health Counselors must always wear identification badges that identify them as Invicta Counselors while on FWISD premises or in virtual sessions. Invicta Counselors will only be permitted to enter FWISD premises or provide virtual sessions with proper identification badges. Student Mental Health Counselors will also be required to check in at every FWISD location through the FWISD Raptor system.
3. Invicta Counselors must have been successfully processed for a criminal history background check using Invicta and FWISD-established processes.
4. Invicta must ensure that all Invicta Counselors are properly licensed at the master's or Doctorate level and have experience working with children or youth.
5. Invicta personnel will complete all training mandated before providing services to at FWISD.

VI. MISCELLANEOUS PROVISIONS:

- A. Invicta understands that its services are not in any way affiliated with FWISD counseling programs and that no FWISD counseling resources will be diverted in any way to assist with the Services.
- B. Invicta Counselors must clearly state, prior to all counseling and/or training sessions with students that it is not acting as an agent or representative of FWISD in providing services to any FWISD student.
- C. FWISD reserves the right to terminate any program or activity conducted by Invicta Counselors that cause undue disruption to the educational process.
- D. This MOU will not serve to create a principal/agent relationship, partnership, or joint venture between FWISD and Invicta. Each Party will always retain control over its own employees and agents.

- E. This MOU may not be amended or modified except in writing by FWISD or its designee and Invicta' designated Point of Contact (POC).
- F. Any notice required under this MOU must be in writing and directed to the following persons:

To Invicta:

Melissa Mitchell, President
Invicta Services Group, LLC.
7550 FM 1187 W
Fort Worth TX 76126
(817) 771-3236
Email: Missym@Invicta-3.com

To FWISD:

Ottis Goodwin, MA, LPC
Director, Family & Community Resources
Fort Worth Independent School District
2801 Patino Road, Room 123
Fort Worth, TX 76112
(817) 814-2870
Email: ottis.goodwin@fwisd.org

With a Copy to:

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

VII. COMPLIANCE WITH LAW AND POLICY:

Invicta personnel will comply with all applicable federal and state laws and, at all times while on FWISD premises, FWISD policies and regulations. FWISD's sole remedy for any failure of Invicta or its Student Mental Health counselors to comply with any FWISD policy or regulation will be termination of this MOU.

VIII. TERM AND TERMINATION:

The term of this MOU shall commence as of the last dated signature below and shall continue through September 30th, 2026. The term may be extended by written consent of the Parties with thirty (30) days' notice, as long as it is mutually agreed upon. Any amendment or modifications must be mutually agreed upon in writing by both Parties.

This MOU may be terminated at any time, with or without cause, upon thirty (30) business days prior written notice from either Party to the other.

IX. CONFIDENTIALITY:

The Parties agree that all information and records obtained while providing services pursuant to this MOU shall be subject to confidentiality provisions of applicable federal and state law. Invicta Student Mental Health Counselors will not have access to student education records. All counseling sessions will be tracked in Invicta's

HIPAA-compliant EHR and will not be available to FWISD. Invicta may maintain “activity forms” that capture the issues being addressed with students, general age group information, and other non-personally identifiable information for FWISD Administration review. Any data provided by FWISD to Invicta will be governed by the Data Sharing Agreement between the Parties, hereby attached and incorporated into this MOU.

X. INSURANCE:

- A. Invicta will maintain insurance to protect Invicta and FWISD from claims for damages for personal injury, including death and damage to property, which may arise from Invicta’s performance under this MOU. In particular, so long as this MOU remains in effect, Invicta will maintain full force and effect the following insurance coverages:
1. Commercial general liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate.
 2. Errors and omissions insurance with limits of liability of two million dollars (\$2,000,000) per claim and three million dollars (\$3,000,000) in aggregate.
 3. Automobile liability insurance (including owned and non-owned hired property damage) with limits of liability of no less than one million dollars (\$1,000,000) per accident for bodily injury and property damage on School District property.
 4. Workers’ Compensation insurance in an amount required by applicable law covering Invicta employees assigned to perform services under this MOU.
 5. Invicta will provide FWISD with a current certificate of insurance.
 6. Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- B. FWISD acknowledges that Invicta may provide Services by using counselors contracted by Invicta to perform such work as independent contractors. Invicta shall require each subcontractor Student Mental Health counselor assigned to the FWISD to maintain the following insurance coverage:
1. Professional liability insurance with limits of liability of no less than one million dollars (\$1,000,000) per claim and aggregate, including tail coverage for a period of no less than one (1) year, must be provided whenever the policy is claims-made.
 2. Automobile liability coverage in an amount no less than the minimum liability coverage required by applicable law.
 3. Worker’s Compensation insurance in the amount required by applicable law covering each employee of such Student Mental Health counselor who performs services in connection with the Student Mental Health Services.
Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

XI. NON-DISCRIMINATION:

Invicta shall not unlawfully discriminate in the performance of any activities pursuant to this MOU based on race, creed, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

XII. FINANCIAL RESPONSIBILITY:

FWISD shall have no financial liability for any of the services rendered by Invicta under the terms of this MOU, whether provided by an Invicta employee or subcontractor.

INVICTA SERVICES GROUP, LLC

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this MOU as of the date of the last signature below:

INVICTA, INC.

Fort Worth Independent School District

Melissa Mitchell
Signature

[Signature] 2/28/2022
Signature

Melissa Mitchell
President
Invicta Services Group, LLC

Ottis Goodwin, MA, LPC
Director – Family & Community Resources
Fort Worth Independent School District

Date: 2/28/2023

Date: 2/28/2023

Signature: N/A
FWISD Legal Services
Date: N/A

Signature: _____
FWISD Board President
Date: _____

Signature: _____
Dr. Angélica M. Ramsey, Ed. D.
Date: _____

Cherie Washington
3/20/2023

Approved As to Form
Signature: [Signature]
Date: 03/28/2023

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND KANSAS STATE UNIVERSITY**

BACKGROUND:

This Memorandum of Understanding (MOU) explains the collaboration and partnership between Fort Worth Independent School District (Fort Worth ISD) and Kansas State University's College of Education. The MOU outlines how Fort Worth ISD will support Kansas State University's Teacher Education Program while being a partner in the university's Professional Development Schools network. Kansas State University will provide professional learning opportunities to District employees. The District will support clinical teachers and work collaboratively with Kansas State University to provide a quality learning experience for future teachers. This agreement is mutually beneficial and will widen the District's teacher pipeline.

STRATEGIC GOAL:

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

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost

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:

Talent Management
School Leadership (*Supporting Clinical Teachers*)

RATIONALE:

Approval will allow the Fort Worth ISD and Kansas State University to engage in a collaborative relationship to support a high-quality educator preparation program and create a teacher pipeline of future high-quality teachers. This MOU will also support professional learning for current employees.

INFORMATION SOURCE:

Raúl Peña

Memorandum of Understanding

Professional Development School (PDS)

Kansas State University and the Fort Worth Independent School District

This memorandum of understanding (MOU) is entered as of the date of execution between the Kansas State University (K-State), College of Education, Department of Curriculum & Instruction and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (District) for the **2022-2023, 2023-2024 and 2024-2025** school years. K-State and District may be collectively referred to as the “Parties” or individually as a “Party.”

1. Vision of the Professional Development School network

To create a dynamic and sustainable university-school district network that will promote a mutually beneficial cooperation between K-State and District, with a focus on student learning and educator preparation through the engagement of collaborative learning communities involving District and K-State students and faculty. Guiding principles from the NAPDS should be followed (National Association for Professional Development Schools. (2021). *What It Means to be a Professional Development School: The Nine Essentials* (2nd ed.)

2. Mission

The mission of the K-State Professional Development Schools network is mutually beneficial cooperation and support of P-16 (preschool through college) education, practicing educators, and educator preparation.

3. Goals

1. Improve P-12 student learning.
2. Improve professional learning for district and university faculty and teacher candidates.
3. Co-construct and improve teacher education programs with Kansas State University.
4. Increase the application of research-based practices in classrooms and schools.
5. Increase research and grant opportunities in rural educational contexts.

4. Financial Agreement

Both Parties agree that all financial arrangements necessary to implement this MOU, or any subsequent agreement must be negotiated according to the regulations of each Party (K-State and District), depend on the availability of funds, and will be set forth in a separate agreement(s). Both Parties recognize that this MOU establishes a foundation of mutual understanding and interest and does not in itself entail any financial obligations for either the K-State or District.

5. Research Collaborations

If both Parties elect to enter into a Research Collaboration, the Parties shall discuss in good faith the terms and conditions of such an agreement and shall endeavor to reach a mutually acceptable set of terms and conditions to govern such Research Collaboration, including terms and conditions related to funding, scope and intellectual property created during the course of such research.

6. Potential Roles of K-State and District

a. K-State

- Provide access to professional learning opportunities.
- Offer access to P-12 student learning opportunities.
- Encourage and allow teachers and teacher candidates to implement innovative practice to meet the needs of diverse learners in the school.
- Seek collaborative grant opportunities for District and K-State faculty to implement projects and gather

data on research-based practices to support curricular and instructional innovation.

- Connect K-State entities, outside the school of education and concerned with rural contexts, with partner school districts to provide opportunities outside of education.
- Assess the extent to which the PDS network is working and report regularly to both university and school stakeholders.

b. School District/Schools

- Engage in professional learning opportunities.
- Identify collaborative P-12 student learning opportunities.
- Strongly consider hosting hybrid KSU COE collaboration opportunities.
- Co-construct and improve teacher education programs with K-State.
- Encourage and allow teachers and teacher candidates to implement innovative practice to meet the needs of diverse learners in the school.
- Support grant opportunities for District and K-State faculty to implement projects and collaborate in gathering data on research-based practices to support curricular and instructional innovations.
- Inform entire school district community on the goals and initiatives of the PDS network.
- Assess the extent to which the PDS network is working and report regularly to both K-State and District stakeholders.

7. Limitations of Agreement

This document is in no way intended to create legal or binding obligations on either Party. It serves only as a record of the Parties' current intentions to enhance the relationship of K-State and District going forward. Before any of the activities set out in this MOU are implemented, K-State and District must enter into agreement(s) (separate from this Memorandum of Understanding) with each other which will detail the specific form and content of the activities and address the responsibilities and rights of each in relation to those activities. K-State and District agree to negotiate the terms of any such agreement(s) in good faith and for the purposes of enhancing the relationship.

8. Terms of Agreement and Termination

This MOU addresses cooperation in the Kansas State University- Professional Development School network between the District and the College of Education, Department of Curriculum and Instruction at Kansas State University. This agreement is in effect for three (3) years, from the date of execution until June 30, 2025, and may be renewed for two (2) additional one year terms upon mutual written agreement. Termination of this MOU may be initiated by either Party through written notice at least forty-five (45) days prior to the end of the District semester and is subject to completion of the entire semester.

9. Indemnity

The Parties expressly agree that, except as provided herein, no Party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

10. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture, or joint obligations between the Parties. Each Party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

11. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arises during the performance of this

indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this MOU.

10. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture, or joint obligations between the Parties. Each Party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

11. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arises during the performance of this MOU, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

12. Notices to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications provided or permitted under this MOU, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given: (1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail; or (2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

FWISD at: Fort Worth Independent School District
100 N University Dr
Fort Worth, TX 76107

With a copy to:
Fort Worth Independent School District
Office of Legal Services
Attn: OLS Legal Counsel
100 N University Dr Suite SW 172
Fort Worth, TX 76107

K-State at: Kansas State University
111 Anderson Hall
919 Mid-Campus Drive
Manhattan, Kansas 66506
attys@ksu.edu

With a copy to:
Office of General Counsel
Kansas State University
111 Anderson Hall
919 Mid-Campus Drive

Manhattan, Kansas 66506
attys@ksu.edu

or such other address as later provided by a party through written notice to the other Party.

13. Mutual Negotiation

This MOU has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any Party.

14. Entire Agreement

This MOU and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this MOU confers no rights on any person(s) or business entity(s) that is not a party hereto.

15. Amendment and Assignment

Any changes to this MOU may only be made by mutual written agreement of the Parties. This MOU may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void and shall be deemed a material breach of this MOU.

16. Survival

A Party shall remain obligated to the other party under all clauses of this MOU that expressly or by their nature extend beyond the expiration or termination of this MOU.

17. Severability

If any one or more of the provisions of this MOU will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

18. Public Records

K-State understand and agrees that District is subject to the Texas Public Information Act and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third party notice to K-State but assumes no other responsibility.

19. Signatory Representation

Each Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this MOU, and the individual executing this MOU on behalf of each Party has been duly authorized to act for and bind that Party.

20. KSU-146a.

The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this MOU and made a part hereof

(SIGNATURE PAGE FOLLOWS)

assign without such consent shall be void and shall be deemed a material breach of this Agreement.

17. Survival

A Party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

18. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

19. Public Records

K-State understand and agrees that District is subject to the Texas Public Information Act and its limited exceptions. Upon a valid request under the TPIA for information covered under this Agreement, District will provide third party notice to K-State but assumes no other responsibility.

20. Signatory Representations

Each Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of each Party has been duly authorized to act for and bind that Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

For District:

For K-State:

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: APPROVE RESOLUTION EXTENDING THE DEPOSITORY
CONTRACT FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2025**

BACKGROUND:

According to the Texas Education Code, Sec. 45.205, a school district and its depository bank may agree to extend the current depository contract for an additional two (2) year term. The District qualifies for an extension of their current depository contract, which ends June 30, 2023. Under the Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three (3) additional two (2) year terms. The extension constitutes the parties third two (2) year term allowed. There are no changes to the Depository Agreement and Fort Worth ISD has an efficient and effective banking relationship with JP Morgan Chase Bank, NA.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution Extending the Depository Contract for the Period July 1, 2023 Through June 30, 2025
2. Decline to Approve Resolution Extending the Depository Contract for the Period July 1, 2023 Through June 30, 2025
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Bid/RFP/RFQ

Purchasing Support Documents Needed:

Bid – RFP Number: 17-082

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

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Fort Worth Independent School District **that:**

Board of Trustees

JP Morgan Chase Bank N. A. located at Tarrant
(Name of Depository Bank) (Name of County)

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and Fort Worth Independent School District (CDN: 220905) agree to extend this depository
(Name of District)

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from 07/01/2023, through 06/30/2025. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' Third two-year term.
(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of Fort Worth Independent School District
Name of District

this the _____ day of _____, _____.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the _____ day of _____, _____.

JP Morgan Chase Bank N. A.
Typed Name of Depository

Signature of Authorized Bank Officer

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in _____ County, Texas, on _____, 20____, by

_____, bank officer of the Depository named in the preceding document, for the Depository.

Signature of Notary

(SEAL)

Notary Public in and for _____
County, Texas

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: APPROVE EXTENSION OF THE PERFORMANCE CONTRACT
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
TEXAS WESLEYAN UNIVERSITY**

BACKGROUND:

The Leadership Academy Network (LAN) was created as an 1882 school management partnership between Fort Worth ISD and Texas Wesleyan University. The LAN is in the fourth year of operation. The original contract is due to end on June 30, 2024. The Texas Education Agency (TEA) allows the Fort Worth ISD Board of Trustees to extend the original contract for up to two (2) years from the original expiration date.

A recommendation is being made to extend the original contract until June 30, 2026. As a part of the extension, amendments have been made to account for current performance and the extension to the contract. In addition, language in some clauses has been aligned with the TEA expectations for 1882 contracts. The LAN is eligible to apply for a new contract after the 2024 - 2025 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Extension of the Performance Contract Between Fort Worth Independent School District and Texas Wesleyan University
2. Decline to Approve Extension of the Performance Contract Between Fort Worth Independent School District and Texas Wesleyan University
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

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:

- Leadership Academy at Forest Oak Middle 7 and 8
- Leadership Academy at Forest Oak 6
- Leadership Academy at Mitchell Boulevard
- Leadership Academy at John T. White
- Leadership Academy at Como
- Leadership Academy at Maude I. Logan

RATIONALE:

The recommendation to extend is based on the evaluation of the LAN’s overall performance and to maximize the continuity of the partnership. The Leadership Academy Network schools’ ratings are as follows:

- Leadership Academy at Forest Oak 7 and 8.....(B)
- Leadership Academy at Forest Oak 6.....(*Not Rated – Joined LAN in After Fall 2020.*)
- Leadership Academy at Mitchell Boulevard.....(A)
- Leadership Academy at John T. White.....(B)
- Leadership Academy at Como.....(B)
- Leadership Academy at Maude I. Logan.....(B)

INFORMATION SOURCE:

David Saenz

**Second Amendment to the Agreement
between the Fort Worth Independent School District
and Texas Wesleyan University**

This Second Amendment to the Agreement Between the Fort Worth Independent School District and Texas Wesleyan University (the "Second Amendment") is made a part of the Agreement between the Fort Worth Independent School District and Texas Wesleyan University, originally dated May 23, 2019, (the "Agreement") as amended by the Amendment to the Agreement between the Fort Worth Independent School District and Texas Wesleyan University, dated June 18, 2020, (the "First Amendment"). The Agreement and the First Amendment will hereby be referred to as the "Contract". This Second Amendment is 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 ("FWISD" or "District"), and Texas Wesleyan University ("TXWES", "Operator", or "Partner"). The District and TXWES will be collectively referred to as the "Parties" or individually as a "Party".

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the original Contract.

1. Article XVI, Section 16.01 "Term" of the Contract is amended to read, as follows:

16.01 Term. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2026, unless modified or renewed under the terms of this Agreement. This Agreement is subject to the termination provisions below.

2. Articles VIII, IX, X, and XII of the Contract are amended as indicated below to comply with updated Texas Education Agency ("TEA") requirements.

Article VIII, Sections 8.04 and 8.10 of the Contract are hereby amended to include the following amended language in addition to any other language already outlined in those Sections:

8.04 Budgetary Authority of Partner. Within the constraints of the resources put under its control as provided by this Agreement, Partner has **initial, final, and sole authority to determine how the entire campus budget, including any and all federal and state grant funds due to the campus, is allocated. The governing body of the Partner shall approve the campus budget in a meeting held under the Texas Open Meetings Act, Texas Government Code, Chapter 551. Notwithstanding such budget authority, the operating partner's expenditures must comply with applicable restrictions on the use of state and federal funds.** In order to enable District compliance with TEC §44.002 and rules adopted by the Texas Education Agency ("TEA"), Partner shall adhere to timelines and procedures established by the District for the approval or amendment of the School's budgets. **Partner has initial, final, and sole authority to implement and adjust the campus budget.**

8.10 Calendar and Schedule. Partner will consult with District but shall have initial, ~~and~~

final, **and sole** authority to set the school calendar and the daily schedule, which may differ from those in other district campuses. Partner shall establish the school day, the bell schedule, the schedule for before and after-school services, and the schedule for extra-curricular activities.

Article IX, Section 9.01 of the Contract is hereby amended to include the following language in addition to any other language already outlined in that Section:

9.01 Employment and Supervision. Partner shall have **initial, final, and sole** authority to employ and manage its employees, including the Campus Chief Operating Officer, and contractors, and shall have initial, final, **and sole** non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue **employment/assignment**, and establish any other terms of employment/**assignment** of any of its employees assigned to the School. Partner shall further have initial, final, **and sole** authority to assign and manage its own employees. **Partner shall directly manage the campus principal or chief operating officer, including having the sole responsibility for evaluating the performance of the campus principal or chief operating officer. Partner must employ at least one employee with full-time responsibility for the School.** Partner shall have initial, final, **and sole** authority to supervise, manage, evaluate, develop, **and rescind the assignment of, any** District employees **or contractors** serving the **Schools**. Partner may unilaterally reassign Partner employees **or contractors**, District employees, or **District** contractors within the School at any time, including reassignment to another School in **the** District managed by Partner. Partner may rescind the assignment of **any District employee or District contractor from the campus. If the operating partner rescinds the assignment of any District employee or District contractor, the District must grant the request within 20 working days. If OP rescinds an employee's assignment, OP shall provide the District with the employee's performance record and, if applicable, documentation supporting the termination of the employee. If OP does not provide the District with documentation sufficient to enable termination of the employee under the District's operative policies, the District shall review the employee's performance record and either: (a) assent to reassignment based on the strength of performance, in which case the District shall be responsible for all subsequent compensation or require a T-TESS evaluation by a mutually agreed upon third-party. If after the T-TESS evaluation, the District objects to reassignment, the OP may nevertheless rescind the assignment, and the OP will assume responsibility for all compensation expenses connected with the employee for up to two (2) years. The Partner has initial, final, and sole authority over the assignment of all District employees to the campus, including the initial and final authority to approve the assignment of all District employees or contractors to the campus.**

Article X, Sections 10.1 and 10.5 of the Contract is hereby amended to include the following language in addition to any other language already outlined in those Sections:

- 10.01 Curriculum and Program. Partner will have **initial, final, and sole** authority to approve all curriculum decisions beyond the minimum requirements outlined in Title 19 of the Texas Administrative Code (“TAC”) §74.2 (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC §31.002(1), to be used at that campus. This authority includes initial, final, **and sole** authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, special education students, and other statutorily defined populations (subject to the below exception for Special Education and 504 plans as detailed in Section 10.02 below).
- 10.05 Assessments. The Partner has **initial, final, and sole authority to determine the use of any and all assessments to be used on the campus that are not required by the state of Texas** or federal law.

Article XII, Section 12.15 of the Contract is hereby amended to include the following language in addition to any other language already outlined in that Section:

- 12.15 Accounting and Audits. Partner shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, Partner shall submit to District, within one hundred and eighty (180) days following the end of each fiscal year during the Term of this Agreement, an annual financial report meeting the expectations of 19 TAC Section 109.23 and audited by an independent certified public accountant resulting in an unqualified audit opinion, **limited to matters directly related to the management or operation of the campus or campuses**. The District shall also retain the right to conduct its own annual audit of Partner as it deems necessary.

3. Article II, Addendum 3, and Addendum 4 of the Contract are amended as indicated below in order to extend the Agreement for two (2) additional years.

Article II, Section 2.04 of the Contract is hereby amended to include the following amended language in addition to any other language already outlined in that Section:

- 2.04 Continuation of Agreement for the Benefit of Students. The Parties intend that this Agreement shall continue **until June 30, 2026**, subject to the requirement for a public hearing or other requirements of this Agreement, and unless terminated in accordance with the provisions of Article XVI. At the conclusion of this contractual term, the District will conduct a Subchapter C charter renewal authorizing process whereupon the Operating Partner may re-apply for an additional performance contract.

Addendum 3 of the Contract is hereby amended to include, the following:

Performance Goals

The following financial goals and performance outcomes apply to each campus operated during each year of the performance contract.

Annual Financial Performance Goals

Performance Measure #1	Annual during the duration of the contract
Accurate Financial Reporting and Demonstration of Fiscal Responsibility	Completion of an annual financial report demonstrating fiscal responsibility
Performance Measure #2	Annual during the duration of the contract
Demonstration of Sound Organizational Financial Practices	Unqualified Audit Opinion Completion of all other state and federally required financial forms and documentation

Annual Academic Performance Goals

Accountability Overall Scaled Score

Loc	Campus Name	2021-2022 (baseline Board Targets)*	2022-2023	2023-2024	2024-2025	2025-2026
045	Forest Oak Middle	B (met)	B	A*	A*	A*
117	Como EL	B (met)	B	A	A	A
124	Maude I Logan EL	B (met)	B	A	A	A
129	John T White EL	B (met)	B	A	A	A
144	Mitchell Boulevard EL	B (A-met)	B	A	A	A
064	Forest Oak Middle School - 6th Grade Center	C (NR, not met)	C	B*	B*	B*

*- The parties agree to revisit these metrics when 064 is combined with 045 with TEA approval of the CDCN.

Domain 2 Part A Scaled Score

Loc	Campus Name	2021-2022 (baseline Board Targets)*	2022- 2023	2023- 2024	2024- 2025	2025- 2026
045	Forest Oak Middle	85-89	85-89	90-94	85-89	90-94
117	Como EL	85-89	85-89	90-94	85-89	90-94
124	Maude I Logan EL	85-89	85-89	90-94	85-89	90-94
129	John T White EL	85-89	85-89	90-94	85-89	90-94
144	Mitchell Boulevard EL	80-84	85-89	90-94	85-89	90-94
064	Forest Oak Middle School - 6th Grade Center	N/A	No goals set for this campus			

*- FWISD Board of Trustees Approved 2022-2024 Measures

Addendum 4 of the Contract is hereby amended to include, the following:

**Schedule of Progressive Consequences for
Failure to Meet Performance Goals**

The schedule of consequences listed below applies to each campus separately. Consequences at one campus have no impact on the standing of other Partner-managed campuses within the network.

Consecutive Years Missed Targets	2023-2024	2024-2025	2025-2026
1	Target missed by 1 letter grade: Quarterly Program Monitoring	Target missed by 1 letter grade: Quarterly Program Monitoring	Target missed by 1 letter grade: Quarterly Program Monitoring
	Target missed by 2 letter grades: 3rd Party Campus Evaluation and Monthly Monitoring w/ Bi-Annual District reporting of school level data	Target missed by 2 letter grades: 3rd Party Campus Evaluation and Monthly Monitoring w/ Bi-Annual District reporting of school level data	Target missed by 2 letter grades: 3rd Party Campus Evaluation and Monthly Monitoring w/ Bi-Annual District reporting of school level data

	D or F rating overall or in Domain 2: Probation of charter to include 3rd Party monitoring; monthly District monitoring, Bi-Annual Public Hearing (BOY and EOY), and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	D or F rating overall or in Domain 2: Probation of charter to include 3 rd Party monitoring; monthly District monitoring, Bi-Annual Public Hearing (BOY and EOY), and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	D or F rating overall or in Domain 2: Probation of charter to include 3rd Party monitoring; monthly District monitoring, Bi-Annual Public Hearing (BOY and EOY), and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.
2	Target missed by 1 letter grade: Monthly Monitoring and Bi-annual District reporting of school level data	Target missed by 1 letter grade: Monthly Monitoring and Bi-annual District reporting of school level data	Target missed by 1 letter grade: Monthly Monitoring and Bi-annual District reporting of school level data
	Target missed by 2 letter grades: Corrective Action Plan to include 3rd Party Campus Evaluation and Monthly Monitoring w/ BOY, MOY, and EOY District reporting of school level data	Target missed by 2 letter grades: Corrective Action Plan to include 3rd Party Campus Evaluation and Monthly Monitoring w/ BOY, MOY, and EOY District reporting of school level data	Target missed by 2 letter grades: Corrective Action Plan to include 3rd Party Campus Evaluation and Monthly Monitoring w/ BOY, MOY, and EOY District reporting of school level data
	D or F rating overall or in Domain 2: Probation of charter to include 3rd Party Campus Evaluation; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	D or F rating overall or in Domain 2: Probation of charter to include 3 rd Party Campus Evaluation; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	D or F rating overall or in Domain 2: Probation of charter to include 3rd Party Campus Evaluation; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.
3	Target missed by 1 letter grade: Corrective action Plan to include 3 rd Party Campus Evaluation, Monthly District and Quarterly reporting of school level data, and	Target missed by 1 letter grade: Corrective action Plan to include 3 rd Party Campus Evaluation, Monthly District and Quarterly reporting of school level data, and	Target missed by 1 letter grade: Corrective action Plan to include 3 rd Party Campus Evaluation, Monthly District and Quarterly reporting of school level data, and

	Bi-annual Public Hearing (BOY and EOY)	Bi-annual Public Hearing (BOY and EOY)	Bi-annual Public Hearing (BOY and EOY)
	Target missed by 2 letter grades: Probation of charter to include 3 rd Party monitoring; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	Target missed by 2 letter grades: Probation of charter to include 3 rd Party monitoring; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.	Target missed by 2 letter grades: Probation of charter to include 3 rd Party monitoring; monthly District monitoring, Quarterly Public Hearing, and notice of intent to amend or terminate the contract and revoke the charter if goals are not achieved in subsequent years.
	D or F rating overall or in Domain 2: Trustees may vote to proceed with the revocation of the charter; Public Hearing for new Campus Innovation/Improvement Strategy	D or F rating overall or in Domain 2: Trustees may vote to proceed with the revocation of the charter; Public Hearing for new Campus Innovation/Improvement Strategy	D or F rating overall or in Domain 2: Trustees may vote to proceed with the revocation of the charter; Public Hearing for new Campus Innovation/Improvement Strategy

Schedule of Progressive Consequences for Failure to Meet Financial Performance Goals

The schedule of consequences listed below applies to the Partner as an organization.

Consecutive Years Missed Targets	2023-2024	2024-2025	2025-2026
1	Required Financial Training session with FWISD and a detailed action plan for meeting goals in the following years	Required Financial Training session with FWISD and a detailed action plan for meeting goals in the following years	Required Financial Training session with FWISD and a detailed action plan for meeting goals in the following years
2	Required Financial Training session with	Required Financial Training session with	Required Financial Training session with

	FWISD; Monthly Operator Financial Data Reviews and Financial; 3rd Party Financial Audit and adoption of policies and procedures to remedy the deficiency	FWISD; Monthly Operator Financial Data Reviews and Financial; 3rd Party Financial Audit and adoption of policies and procedures to remedy the deficiency	FWISD; Monthly Operator Financial Data Reviews and Financial; 3rd Party Financial Audit and adoption of policies and procedures to remedy the deficiency
3	Public Hearing where the Board of Trustees may vote to revoke the charter	Public Hearing where the Board of Trustees may vote to revoke the charter	Public Hearing where the Board of Trustees may vote to revoke the charter

No other terms or conditions of the Contract are negated or changed as a result of this Second Amendment.

[Signature Page Follows]

ELECTRONIC SIGNATURE

The Parties here agree to execute this Second Amendment either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Second Amendment satisfies the legal requirements of signatures by the Parties.

In witness of the Second Amendment above, the Board of Education of the Fort Worth Independent School District and TXWES, acting by their duly assigned and authorized representatives, have executed this Second Amendment to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

FOR DISTRICT:

FOR TXWES:

Signed:

Signed:



Name: Tobi Jackson

Name:

Title: Board President

Title:

Date:

Date:

SUPERINTENDENT APPROVAL

(Required over \$25,000)

Signed:

Dr. Angélica M. Ramsey
Superintendent of Schools

Date:

APPROVED AS TO FORM:

Signed:



Legal Counsel for District

Date: 04/05/2023

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

**TOPIC: APPROVE FIRST READING - REVISIONS TO BOARD POLICY
DB(LOCAL) AND DC(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:

- DB(LOCAL): Twelve (12) districts were reviewed, of which nine (9) are local, and all require superintendent residency only within their districts outlined in policy or in the superintendents’ contracts.
- DC(LOCAL): Revised verbiage assists in updating and outlining District hiring practices.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading - Revisions to Board Policy DB(LOCAL) and DC(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
April 25, 2023 BOARD MEETING: 1st Reading**

- **DB(LOCAL):** Twelve (12) districts were reviewed, of which nine (9) are local, and all require superintendent residency only within their districts outlined in policy or in the superintendents' contracts.

- **DC(LOCAL):** Revised verbiage assists in updating and outlining District hiring practices.

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.~~

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel / Job Descriptions

The Superintendent or designee shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies

The Superintendent or designee shall advertise employment opportunities and post notices of vacancies in accordance with established guidelines. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees are eligible to apply for any posted vacancy. All advertised positions shall be posted for no fewer than ten working days.

All full-time positions shall be advertised within the District and may be advertised outside the District as deemed appropriate.

Fair Hiring Practices

The District shall, in all cases, observe fair and equitable hiring practices. Each staff member responsible for employment in the District, including any employee responsible for recommending the employment of applicants, shall avoid any act or practice that may be interpreted as preferential consideration to a member of the employee's immediate family.

No campus, division, or department supervisor/administrator shall hire a member of his or her immediate family, nor use his or her position to influence another District employee to hire a member of his or her immediate family.

Limitations

A person shall not be employed for a position in which that person would supervise, or be supervised by, a member of the person's immediate family; or for a position for which a member of the person's immediate family would be in a position to affect the person's employment, promotion, salary administration, or other related management or personnel transaction.

Definition of "Immediate Family"

For purposes of this policy, "immediate family" shall be defined as spouse; son or daughter, including a biological, adopted, or foster child, son- or daughter-in-law, stepchild, legal ward, or child for whom the employee stands in loco parentis; parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee; sibling, stepsibling, or sibling-in-law; grandparent or spouse's grandparent; grandchild; or any other person who may be residing in the employee's home.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring, or as soon as possible thereafter, for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Filling Exempt Positions

In filling any exempt-level position (excluding teachers and other campus administrative and professional support staff), the Superintendent or designee shall appoint a screening committee.

Qualifications of all applicants shall be reviewed by the screening committee. The screening committee shall use an objective method for determining which applicants will be selected for interviews, as well as for conducting the interviews. After interviews, the screening committee shall give recommendations and resumes of top applicants to the appropriate member of the Superintendent's leadership team, who in turn shall present the recommendation for filling the position to the human capital management division. Notification shall be sent to those applicants not selected for the position.

~~With the Board's consent, the Superintendent reserves the right to make a direct administrative appointment.~~

Selection and Employment of Personnel

The Superintendent has sole authority to hire all personnel except for the selection and employment of the following positions:

- the internal auditor; and
- Board Counsel. ~~to make recommendations to the Board regarding the selection of personnel.~~

~~However, the Board delegates to the Superintendent or designee authority for the selection and employment of all personnel employed in positions below executive director or the equivalent. The authority delegated by the Board to the Superintendent regarding personnel matters shall be exercised by the Superintendent personally or by the Superintendent's designee.~~

Individual central office divisions shall not have the authority to transfer personnel, offer contracts or employment, adjust compensation or job titles, and/or terminate positions without the approval of the Superintendent or designee.

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

Prior to publicly announcing the hiring, assignment, reassignment, transfer, or termination of any member of the Superintendent's senior staff as defined herein, the Superintendent shall inform the Board of said hiring, assignment, reassignment, transfer, or termination. The Superintendent's senior staff is defined as Chief

Officer, Deputy Superintendent, Associate Superintendent, Assistant Superintendent, General Counsel, and their equivalents.

[See also DC(LEGAL) and policies at DAA, DAC, DCA, DCB, DCC, DCD, DCE, and DK]

~~Athletic Staff~~

~~Appointments shall be made in accordance with the Board-adopted athletic handbook.~~

Employment Assistance Prohibited

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

Exit Surveys

An exit survey shall be provided to each employee who leaves employment with the District.

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

**TOPIC: APPROVE SECOND READING - REVISIONS TO BOARD POLICIES
CKC(LOCAL) AND CPC(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:

- CKC(LOCAL): Standard-TASB policy - Education Code 37.108(d) requires a district's multi-hazard emergency operations plan to include responding to a train derailment near a district school if a district facility is within 1,000 yards of a railroad track.
- CPC(LOCAL): Standard-TASB policy - new Texas State Library and Archives Commission rules add local policy requirements for district management of electronic records.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading - Revisions to Board Policies CKC(LOCAL) and CPC(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 these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar

**POLICY RECOMMENDATION SUMMARY PAGE FOR
April 25, 2023 BOARD MEETING: 2nd Reading**

- **CKC(LOCAL):** Standard-TASB policy - Education Code 37.108(d) requires a district's multi-hazard emergency operations plan to include responding to a train derailment near a district school if a district facility is within 1,000 yards of a railroad track.
- **CPC(LOCAL):** Standard-TASB policy - new Texas State Library and Archives Commission rules add local policy requirements for district management of electronic records.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- ~~3-4.~~ Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.0065.007 [See BBFA and CHE]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~director of fiscal compliance and District records management~~ **director of fiscal compliance and District records management** shall serve as and perform the duties of the District's records management officer as prescribed by Local Government Code 203.023, and shall administer the District's records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District's records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

**Records Control
Schedules**

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction
Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PROPOSED BOARD OF EDUCATION MEETING
DATES FOR THE 2023 - 2024 SCHOOL YEAR**

BACKGROUND:

In an effort to allow the District and all stakeholders greater visibility with regards to scheduling and preparation of District events, it is the practice of the Board of Education to approve Board of Education meeting dates in advance.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Proposed Board of Education Meeting Dates for the 2023 - 2024 School Year
2. Decline to Approve Proposed Board of Education Meeting Dates for the 2023 - 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Proposed Board of Education Meeting Dates for the 2023 - 2024 School Year

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS:

Board of Education

RATIONALE:

Approval of the proposed 2023 - 2024 school year meeting dates provides more efficiency in the preparation and scheduling of all District events.

INFORMATION SOURCE:

Karen Molinar

BOARD OF EDUCATION

2023 - 2024 Meeting/Workshop Schedule



Date	Type
August 8, 2023	Workshop (as needed)
August 22, 2023	Regular Meeting
September 12, 2023	Workshop (as needed)
September 26, 2023	Regular Meeting
October 10, 2023	Workshop (as needed)
October 24, 2023	Regular Meeting
November 7, 2023	Regular Meeting
December 12, 2023	Regular Meeting
January 16, 2024	Workshop (as needed)
January 30, 2024	Regular Meeting
February 13, 2024	Workshop (as needed)
February 27, 2024	Regular Meeting
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)
May 28, 2024	Regular Meeting
June 11, 2024	Workshop (as needed)
June 25, 2024	Regular Meeting
July 23, 2024	Regular Meeting

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
MARCH 31, 2023**

BACKGROUND:

The 2022 - 2023 General Fund was initially adopted on June 28, 2022. During the month of March 31, 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 March 31, 2023
2. Decline to Approve Budget Amendment for the Period Ended March 31, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Budget Amendment for the Period Ended March 31, 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 1/31/2023	Adjustments	Consolidated General Fund 2022-2023 Amended Budget 3/31/2023
<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	\$464,085,544	(\$210,899)	\$463,874,645
12 Instruction Resources and Media Services	\$12,605,208	\$5,919	\$12,611,127
13 Curriculum and Instructional Staff Development	\$13,089,035	\$39,705	\$13,128,740
21 Instructional Administration	\$17,295,258	\$54,014	\$17,349,272
23 School Administration	\$52,265,933	(\$50,125)	\$52,215,808
31 Guidance and Counseling Services	\$48,400,767	\$9,672	\$48,410,439
32 Social Work Services	\$5,164,652	(\$300)	\$5,164,352
33 Health Services	\$11,698,572	\$408,962	\$12,107,534
34 Student Transportation	\$39,119,044	\$30,000	\$39,149,044
35 Food Services	\$649,234	(\$87,210)	\$562,024
36 Cocurricular/Extracurricular Activities	\$19,873,904	\$75,573	\$19,949,477
41 General Administration	\$24,337,885	\$252,500	\$24,590,385
51 Plant Maintenance and Operations	\$101,276,349	(\$110,977)	\$101,165,372
52 Security and Monitoring Services	\$14,036,956	(\$401,814)	\$13,635,142
53 Data Processing Services	\$32,002,819	\$83,000	\$32,085,819
61 Community Services	\$5,314,888	\$10,980	\$5,325,868
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,654,656	\$0	\$9,654,656
95 Payments to Juvenile Justice Alt Ed Program	\$97,629	\$0	\$97,629
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,000,000	(\$109,000)	\$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

		March 31, 2023 Budget Amendment		
		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 199 - transfer to function 41 FOR District excellence awards		52,500	
	Fund 199-transfer to function 13 for software subscription for instructional materials		35,500	
	Fund 199-increase for Startup materials for new elementary campus		10,685	
	Fund 199-transfer to function 21 to replace outdate technology for Mathematic Department staff		25,000	
	Fund 199-transfer from function 36 for program improvement supplies		33,885	
	Fund 199-transfer to function 36 for District Honor Orchestra event		36,346	
	Campus/Dept. normal course of District operations		16,983	
	Overall effect on Function 11	0	210,899	(210,899)
12	Campus/Dept. normal course of District operations	5,919		
	Overall effect on Function 12	5,919	0	5,919
13	Fund 199-transfer from function 11 for software subscription for instructional materials	35,500		
	Campus/Dept. normal course of District operations	4,205		
	Overall effect on Function 13	39,705	0	39,705
21	Fund 199-transfer from function 11 to replace outdate technology for Mathematic Department staff	25,000		
	Campus/Dept. normal course of District operations	29,014		
	Overall effect on Function 21	54,014	0	54,014
23	Fund 199-transfer to function 11 Fort Worth Police Department contract		48,000	
	Campus/Dept. normal course of District operations		2,125	
	Overall effect on Function 23	0	50,125	(50,125)
31	Campus/Dept. normal course of District operations	9,672		
	Overall effect on Function 31	9,672	0	9,672
32	Campus/Dept. normal course of District operations		300	
	Overall effect on Function 32	0	300	(300)
33	Fund 198-transfer from function 52 to replace outdated AED Defibrillators throughout the District	409,412		
	Campus/Dept. normal course of District operations		450	
	Overall effect on Function 33	409,412	450	408,962
34	Fund 199-transfer from function 51 to purchase bus parts for repairs	30,000		
	Overall effect on Function 34	30,000	0	30,000
35	Fund 199-transfer to function 41 for SHARS Collection fees		91,000	
	Campus/Dept. normal course of District operations	3,790		
	Overall effect on Function 35	3,790	91,000	(87,210)
36	Fund 199-transfer from function 11 for District Honor Orchestra event	36,346		
	Fund 199-transfer to function 11 for program improvement supplies	33,885		
	Campus/Dept. normal course of District operations	5,342		
	Overall effect on Function 36	75,573	0	75,573
41	Fund 199-transfer from function 41 and function 99 for SHARS Collection fees	200,000		
	Fund 199-transfer from function 11 for District excellence awards	52,500		
	Overall effect on Function 41	252,500	0	252,500
51	Fund 199-transfer to function 53 for Technology department staff professional development		80,000	
	Fund 199-transfer to function 34 to purchase bus parts for repairs		30,000	
	Campus/Dept. normal course of District operations		977	
	Overall effect on Function 51	0	110,977	(110,977)
52	Fund 198-transfer to function 33 to replace outdated AED Defibrillators throughout the District		409,412	
	Campus/Dept. normal course of District operations	7,598		

	March 31, 2023 Budget Amendment	Increase	Decrease	Net Effect
	Overall effect on Function 52	7,598	409,412	(401,814)
53	Fund 199-transer from function 51 for Technology department staff professional development	80,000		
	Campus/Dept. normal course of District operations	3,000		
	Overall effect on Function 53	83,000	0	83,000
61	Campus/Dept. normal course of District operations	10,980		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 61	10,980	0	10,980
99	Fund 199-transfer to function 41 for SHARS Collection fees	0	109,000	
	Overall effect on Function 99	0	109,000	(109,000)
	Total	982,163	982,163	0

CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	8/31/2022	ADD/ SUBTRACT	9/30/2022	ADD/ SUBTRACT	10/31/2022	ADD/ SUBTRACT	11/30/2022	ADD/ SUBTRACT	12/31/2022	ADD/ SUBTRACT	1/31/2023	ADD/ SUBTRACT	2/28/2023	ADD/ SUBTRACT	3/31/2023
Revenue and Other Sources																	
5700 Local Revenue	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$42,698,107	\$528,465,139		\$528,465,139		\$528,465,139
5800 State Revenue	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	(\$2,489,030)	\$258,456,115		\$258,456,115		\$258,456,115
5900 Federal Revenue	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$1,331,546	\$30,751,501		\$30,751,501		\$30,751,501
7900 Other Sources	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$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	\$ -	\$779,132,132	\$ 41,540,623	\$820,672,755		\$820,672,755		\$820,672,755
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	\$ (537,823)	\$ 457,108,985	\$ 7,373,774	\$ 464,482,759	\$ (397,215)	\$ 464,085,544	\$ (210,899)	\$ 463,874,645
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	(7,358)	12,672,960	(53,412)	12,619,548	(14,340)	12,605,208	5,919	12,611,127
13 Curriculum and Instructional Staff Developmen	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276	12,023	11,797,299	44,963	11,842,262	1,247,613	13,089,875	(840)	13,089,035	39,705	13,128,740
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	155,130	17,214,971	114,042	17,329,013	(33,755)	17,295,258	54,014	17,349,272
23 School Administration	52,130,748	-	52,130,748	25,801	52,156,549	32,433	52,188,982	2,351	52,191,333	32,160	52,223,493	14,233	52,237,726	28,207	52,265,933	(50,125)	52,215,808
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	94,526	48,200,781	208,193	48,408,974	(8,207)	48,400,767	9,672	48,410,439
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	(30)	5,189,729	(31,477)	5,158,252	6,400	5,164,652	(300)	5,164,352
33 Health Services	11,801,053	-	11,801,053	500	11,801,553	300	11,801,853	2,500	11,804,353	-	11,804,353	(59,414)	11,744,939	(46,367)	11,698,572	408,962	12,107,534
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	300,000	39,119,044	-	39,119,044	-	39,119,044	30,000	39,149,044
35 Food Services	472,192	-	472,192	4,000	476,192	169,000	645,192	-	645,192	3,400	648,592	(1,111)	647,481	1,753	649,234	(87,210)	562,024
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	29,302	19,735,822	33,984	19,769,806	104,098	19,873,904	75,573	19,949,477
41 General Administration	23,664,497	-	23,664,497	90,400	23,754,897	(575)	23,754,322	176,920	23,931,242	132,560	24,063,802	250,000	24,313,802	24,083	24,337,885	252,500	24,590,385
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	(455,789)	100,877,046	95,787	100,972,833	303,516	101,276,349	(110,977)	101,165,372
52 Security and Monitoring Services	12,966,454	-	12,966,454	1,068,694	14,035,148	-	14,035,148	500	14,035,648	-	14,035,648	932	14,036,580	376	14,036,956	(401,814)	13,635,142
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	90,064	32,222,208	(35,830)	32,186,378	(183,559)	32,002,819	83,000	32,085,819
61 Community Services	5,275,169	-	5,275,169	(27,870)	5,247,299	540	5,247,839	(135,000)	5,112,839	32,393	5,145,232	-	5,145,232	169,656	5,314,888	10,980	5,325,868
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	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	86,502	9,608,462	-	9,608,462	46,194	9,654,656	-	9,654,656
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	97,629	97,629	-	97,629	-	97,629	-	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	-	3,000,000	-	3,000,000	-	3,000,000	(109,000)	2,891,000
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	0	\$ 867,811,019	9,157,314	\$ 876,968,333	\$ 0	\$ 876,968,333	\$ -	\$ 876,968,333
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)	(0)	\$ (88,678,887)	32,383,309	\$ (56,295,578)	(0)	\$ (56,295,578)	\$ -	\$ (56,295,578)
Fund Balance- Beginning (Audited)	351,232,352		351,232,352		351,232,352		351,232,352		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	(\$0)	\$262,553,465	\$32,383,309	\$294,936,774	(\$0)	(\$56,295,578)	\$-	(\$56,295,578)

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **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 JUDGMENT AGAINST THIS PROPERTY**

BACKGROUND:

The property located at 3602 Conway Street (Tarrant Appraisal District [TAD] Account No. 04964926) (the "Property") was struck off to the City of Fort Worth ("City") in November of 2014 following a tax-foreclosure suit, judgment, and unsuccessful delinquent tax sale. Pursuant to Section 34.05 of the Texas Tax Code, the City of Fort Worth advertised the Property for sale on April 28, 2016, in accordance with the procedures provided by Section 272.001 of the Local Government Code. The property sold to the highest bidder for \$19,001, which was less than the total amount of the judgments against the property, which, according to the Constable's Deed, were \$23,264.66.

Since 2014, the City's practice has been to set the minimum bid amount at no less than the total amount of the judgments against the property or the market value specified in the judgment of foreclosure. However, in an effort to equitably resolve this situation, the City is seeking the approval of each taxing unit to accept the purchase price of \$19,001 as full satisfaction of the total amount of the judgments against the Property, \$23,264.66. The total amount paid to the Tarrant County Tax Assessor-Collector for the sale of the Property was \$17,401 plus the post-judgment taxes of \$1,130.61. Each taxing entity must accept the reduction request and provide such acceptance to the City of Fort Worth in order to effectuate this transition.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. 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 Judgment Against this Property
2. Decline to 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 Judgment Against this Property
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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 Judgment Against this Property

FUNDING SOURCE: *Additional Details*

No Cost Not applicable

COST:

No Cost

VENDOR:

Not a Purchase

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

District - Wide

RATIONALE:

Since 2014, the City's practice has been to set the minimum bid amount at no less than the total amount of the judgments against the property or the market value specified in the judgment of foreclosure. On occasion in order to resolve these types of situations, the City will recommend a sale to the highest bidder less than the total amount of the judgments against the property. In this case, the property sold to the highest bidder for \$19,001, which was less than the total amount of the judgments against the property, which, according to the Constable's Deed, were \$23,264.66.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria



March 20, 2023

Tarrant County
Attn: Tim O'Hare, County Judge
100 E. Weatherford Street, Suite 404
Fort Worth, TX 76196

Tarrant Regional Water District
Attn: Steve Christian, Director of Real Property
800 E. Northside Drive
Fort Worth, TX 76102

Fort Worth Independent School District
Attn: Dr. Angelica Ramsey, Superintendent
100 N. University Drive, Suite 150
Fort Worth, TX 76107

Tarrant County Hospital District
Attn: Karen Duncan, President and CEO
1500 S. Main Street
Fort Worth, TX 76104

Tarrant County College District
Attn: Elva LeBlanc, Ph.D., Chancellor
1500 Houston Street
Fort Worth, TX 76102

RE: Seeking Consent to Accept Highest Bid from April 28, 2016 Bid Sale for Tax-Foreclosed Property Located at 3602 Conway Street (TAD Account No. 04964926) as Satisfaction of Judgment (Cause #B44973-11)

All:

The property located at 3602 Conway Street (TAD Account No. 04964926) (the "Property") was struck off to the City of Fort Worth ("City") in November of 2014 following a tax-foreclosure suit, judgment, and unsuccessful delinquent tax sale. Pursuant to Section 34.05 of the Texas Tax Code, the City of Fort Worth advertised the Property for sale on April 28, 2016 in accordance with the procedures provided by Section 272.001 of the Local Government Code. The property sold to the highest bidder for \$19,001.00, which was less than the total amount of the judgments against the property, which, according to the Constable's Deed, were \$23,264.66.

Since 2014, the City's practice has been to set the minimum bid amount at no less than the total amount of the judgments against the property or the market value specified in the judgment of foreclosure. However, in an effort to equitably resolve this situation, the City is seeking the approval of each taxing unit to accept the purchase price of \$19,001.00 as full satisfaction of the total amount of the judgments against the Property, \$23,264.66. **The total amount paid to the Tarrant County Tax Assessor-Collector for the sale of the Property was \$17,401.00 plus the post-judgment taxes of \$1,130.61.**

Street No	Street Name	TAD Account Numbers	Constable Deed Amount	Advertised Minimum Bid	Advertised Post-Judgment Taxes	Sales Price (including CFW Fee)
3602	Conway St.	04964926	\$23,264.66	\$18,811.00	\$1,121.83	\$19,001.00

If your taxing unit consents to accepting the \$17,401.00 (plus the post-judgment taxes of \$1,130.61) collected for the sale of the Property as full satisfaction of the total amount of the judgments against the Property, please sign and return this letter to the address indicated below. If you have any questions or need additional information, please contact the City's Land Agent, Andrea McIntosh at (817) 392-6253.



Thank you for your time and consideration regarding this matter.

Sincerely,



Ricardo Salazar, Assistant Property Management Director
Property Management Department – Real Estate Division
(817) 392-8379

APPROVED BY FORT WORTH INDEPENDENT SCHOOL DISTRICT

Dr. Angelica Ramsey, Superintendent

Date: _____

CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **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**

BACKGROUND:

The Fort Worth Independent School District owns a 14.48-acre unleased mineral interest at 7000 Camp Bowie Boulevard in Fort Worth, Texas (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.)

On January 24, 2023, the Board approved a resolution authorizing the lease of the real property and mineral interests for the 14.48-acre tract. In accordance with Section 71.005 of the Natural Resources Code, notice of the proposed lease was advertised and solicitations were issued.

The District is seeking approval of the lease of real property and mineral rights for the 14.48-acre tract of land. Lessee plans to form the Weatherford Traffic Circle Unit (WTC) and include this tract. Lessee plans to further include the WTC in three (3) MIPA wells: Birdie WTC MIPA 2H, Mulligan WTC MIPA 2H and the Mulligan WTC 3H. All wells will be drilled from the Westridge Pad Site. **The lease does not include surface rights.**

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

No Cost (Revenue Source)

Not Applicable

COST:

No Cost

Lease Bonus: \$7,240

Total Lease Bonus: (\$500 per net mineral acre)

Lease Royalty: ¼

Lease Term: Two (2) years (Paid-Up)

VENDOR:

TotalEnergies E&P USA Barnett 1, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation - Summary / Evaluation

Bid Number: RFCSB 23-102

Number of Responses: 1

HUB Firms: 0

Compliant Bids: 1

The above response has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. The firm responding to this solicitation has been qualified as per the specifications of the solicitation. The vendor listed above has been selected to support this contract.

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

Risk Management

RATIONALE:

Acceptance of this mineral lease will produce additional non-tax revenue to the District

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL AND GAS LEASE
(Paid-Up Lease)

This Oil and Gas Lease (this "Lease") is made on this 25th day of April 2023, between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted independent school district, (hereafter called Lessor), whose address is 100 North University Drive, Fort Worth, Texas 76107 and TotalEnergies E&P Barnett USA 1, LLC (hereafter called Lessee), whose address is 301 Commerce Street, Suite 3701, Fort Worth, TX 76102.

1. **Grant.** In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the land described in attached Exhibit A (the Land) in Tarrant County, Texas, for the sole purpose of exploring, drilling, and producing oil and gas, and laying pipelines to produce, save, treat, process, store, and transport oil and gas and other products manufactured from oil and gas produced from the Land.

2. **Primary Term.** This Lease is for a term of 2 years from this date (called "Primary Term") and so long thereafter as oil or gas is produced from the Land in paying quantities.

3. **Minerals Covered.** This Lease covers only oil and gas. The term oil and gas means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

4. **Royalty.** (a) As royalties, Lessee agrees:

(1) On oil and other liquid hydrocarbons produced and saved from the Land, to pay Lessor twenty-five percent (25%), the "Royalty Fraction", of the market value at the point of sale of such oil or at Lessor's option, which may be exercised from time to time, to deliver free of costs to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, the Royalty Fraction of all oil and other liquid hydrocarbons produced and saved from the Land.

(2) To pay to Lessor:

(i) On gas produced from the Land and sold by Lessee or used on or off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Fraction of the market value at the point of sale, use, or other disposition.

(ii) On gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Fraction of the market value of the gas at the inlet to the processing plant, or the Royalty Fraction of the market value of all processed liquids saved from the gas at the plant plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect

interest, the Royalty Fraction of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Fraction of the market value of all residue gas at the point of sale, use, or other disposition.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by the Lessee in connection with the sale, use, or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursement or the deductions will be added to the total proceeds received by Lessee. Royalty will be payable on oil and gas produced from the Land and consumed by Lessee on the Land for compression, dehydration, fuel, or other use.

(c) Lessor's royalty will never bear, either directly or indirectly, any part of the costs or expenses of production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil or gas produced from the Land or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas.

(d) [Reserved]

(e) If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and the contract provides for net proceeds to be paid to Lessee that equal or exceed the market value of the gas at the point of delivery to the purchaser, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraph 4(b) above.

(f) Lessor shall be paid the Royalty Fraction of all payments and other benefits made under any oil or gas sales contract or other arrangement including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Fraction of any payments made for make-up gas taken pursuant to the take-or-pay provision or similar provision.

(g) Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than 120 days after completion of the well, in the case of an oil well, or after the pipeline connection, in the case of a gas well. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month of production. If not paid when due, Lessor's royalty will bear interest at the maximum lawful rate from the due date until paid, which amount Lessee agrees to pay. Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of Section 91.402 of the Texas Natural Resources Code or any similar statute.

(h) As used in this Lease, affiliate means: (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting interest rests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to those proceeds, but Lessee will at all times hold the proceeds in trust for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

(j) Lessee shall pay Lessor a lease bonus of \$500.00 per net mineral acre within the Land. The lease bonus shall be due and payable within thirty (30) days of the execution of this agreement by both parties. The total lease bonus payment shall be calculated based on the total net mineral acres within the leased premises, as determined by the final survey of the leased premises. In the event that the total net mineral acres within the leased premises are greater or less than the estimate provided in this agreement, the lease bonus payment shall be adjusted accordingly.

5. Shut-in Royalty. While there is a gas well on this Lease capable of producing in paying quantities, but gas is not being sold, Lessee shall pay or tender in advance an annual shut-in royalty of \$10,000 for each well from which gas is not being sold. Payment with respect to a well will be due within sixty (60) days after the well is shut-in and shall not be proportionately reduced. While shut-in royalty payments are timely and properly paid, this Lease will be held as a producing lease. The right of Lessee to maintain this Lease in force by payment of shut-in gas royalty is limited to a period of two consecutive years or four years in the aggregate. The obligation of Lessee to pay shut-in royalty is a condition and not a covenant. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

6. Continuous Development. (a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced the drilling of a well on the Land, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than 90 days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term operations means operations for any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas.

(b) If this Lease is maintained beyond the expiration of the Primary Term by production or otherwise, it will remain in force as to all acreage and depths as long as there is no lapse of more than 180 days between the completion of one well and the commencement of the actual drilling of another well. The commencement of actual drilling means the penetration of the surface with a drilling rig capable of drilling to the anticipated total depth of the well. After a well is commenced, drilling operations must continue in a good and workmanlike manner in a good faith effort to reach the anticipated total depth with no cessation of operations for more than 90 consecutive days. A well will be deemed to have been completed on the date of the release of the drilling rig from the drill site. The permitted time between wells

shall be cumulative so that if a well is commenced prior to the date it is required to be commenced, the number of days prior to the date on which the well should have been commenced shall be added to the time permitted for the next well.

(c) If at any time the maximum time for the commencement of the actual drilling of a well expires without the commencement of the well, or upon the expiration of the Primary Term if the Lease is not maintained by continuous drilling, this Lease will terminate except as to the Retained Tract (defined below) surrounding any well that is then producing in paying quantities or deemed to be producing in paying quantities by virtue of payment of shut-in royalties, and as to each Retained Tract, the Lease will then terminate as to all depths below the stratigraphic equivalent of the base of the deepest producing formation on the Retained Tract. The Lease will be treated as a separate lease with respect to each Retained Tract and will continue so long as production in paying quantities continues from the tract. If production from a Retained Tract ceases from any cause, this Lease will terminate as to that tract unless Lessee commences operations for drilling or reworking on the tract within 90 days after the cessation of production, in which case the Lease as to that tract will continue in force as long as the operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in production, so long thereafter as there is production from the tract.

(d) As used in this Lease, the term horizontal well means a well that meets the definition of a horizontal drain hole well under Statewide Rule 86 of the Railroad Commission of Texas, and a vertical well is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a Retained Tract. A Retained Tract for a well may not exceed the minimum size required to obtain a drilling permit under the well density rules adopted by the Railroad Commission of Texas for the field, or if there are no field rules that apply, the Retained Tract shall be limited to the smallest size required to obtain a drilling permit under the statewide well density rules of the Railroad Commission of Texas. A Retained Tract for a vertical well producing from the Barnett Shale formation may not exceed 40 acres. If field rules are established later that permit obtaining a drilling permit with less acreage, a Retained Tract for a vertical well may not exceed the minimum size permitted. A Retained Tract for a horizontal well may include the minimum acreage specified above for a vertical well plus the additional acreage listed in the tables in Rule 86 and must comply with the requirements of Rule 86 for minimum permitted well density, and if the well is producing from the Barnett Shale formation, the acreage of the Retained Tract shall be assigned as if well density for vertical wells is 40 acres or less. Each Retained Tract shall be designated in a shape that maximizes the number of possible Retained Tracts on the Land.

(e) Within 60 days after the last to occur of the expiration of the Primary Term or the continuous drilling program, Lessee must file in the county records and furnish to Lessor a document designating each Retained Tract by metes and bounds and the retained depths thereunder, and releasing all other depths and acreage. A gas well that becomes an oil well will hold only the acreage permitted for an oil well, and Lessee must file a redesignation of the Retained Tract in the Real Property Records of the county where the Land is located. If Lessee fails to file timely a document required by this paragraph after Lessor has provided 30 days prior written notice, then Lessor may do so, and the filing will bind Lessee if the filing is accurate.

7. **Pooling.** Lessee may pool the Land with contiguous acreage to form pooled units for the production of oil and gas or either of them. The unit formed by such pooling for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so or for the purpose of obtaining a greater allowable rate of production pursuant

to any applicable law or regulation. The unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee shall deliver a copy of the document to Lessor. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. That part of the Land included in a pooled unit will be considered to be a Retained Tract, and the provisions of this Lease that provide for termination of the Lease insofar as the Lease covers depths below the base of the deepest producing formation and other provisions relating to Retained Tracts shall apply. There shall be allocated to the Land included in the unit that prorate portion of the oil and gas, or either of them, produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. Any unit formed may not be amended without the written consent of Lessor. No part of the Land may be included in a pooled unit unless all of the Land that is not then included in a Retained Tract for producing well is included in the unit.

8. Offset Wells. For purposes of this Lease, an offsetting well is a well that is producing oil or gas in paying quantities from adjacent or nearby land and is draining the Land. If an offsetting well is completed, Lessee must, within 120 days after the date of first sales from the offsetting well, commence operations for the drilling of an offset well on the Land and must diligently pursue those operations to the horizon in which the offsetting well is producing, as would a reasonably prudent operator under similar circumstances, or at the option of Lessee: (i) execute and deliver to Lessor a release in recordable form of the acreage nearest to the offsetting well which is not included in a producing unit; or (ii) pay Lessor a monthly royalty equal to the royalty that would be payable under this Lease if the production from the offsetting well had come from the Land. In the event acreage is released pursuant to (i) above, the release will cover a tract of a size and shape that will permit the drilling of a well to the producing formation and the creation of a proration unit surrounding the well in compliance with the field rules for the field in which the offsetting well is located, if possible, but if there are no field rules, in compliance with the statewide rules of the Railroad Commission of Texas. A producing well located within 330 feet of the Land will be conclusively presumed to be draining the Land.

9. Secondary Recovery. Lessee will not implement any repressuring, pressure maintenance, recycling, or secondary recovery operations without the prior written consent of Lessor.

10. Assignments. Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any assignment or sublease of this Lease, with the exception of any assignment made to officers, directors, and/or subsidiaries of Lessee. All assignments and subleases must require the assignee or sublessee to assume all of Lessee's obligations under this Lease, but Lessee will remain liable for its obligations regardless of any assignment or sublease by it.

11. Force Majeure. Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time, while Lessee is so prevented, will not be counted against Lessee. Force Majeure means any Act of God, any federal or state law, any rule or regulation of governmental authority, or other similar cause (other than financial reasons). This paragraph is, however, in all things subject to the limitations of time during which this Lease may be continued in force by the payment of shut-in gas royalties. This Lease may be extended by reason of force majeure for

no more than five (5) cumulative years.

12. No Warranties. Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted a sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder will be reduced proportionately.

13. Curing Defaults. Should Lessee at any time fail to comply with its obligations hereunder regarding construction, maintenance, or repair within 30 days after written notice from Lessor, Lessor will have the right to do or have done whatever is necessary to fulfill the obligations to its satisfaction, and Lessee shall be liable to Lessor for the reasonable and necessary expenses thus incurred by Lessor, to be paid within ten days after Lessor furnishes to Lessee an itemized written statement of the expenses. If Lessee's default creates a safety hazard or a potential safety hazard, Lessee must alleviate the default immediately.

14. Notices. All notices will be deemed given and reports will be deemed delivered if sent by certified letter, return receipt requested, properly addressed, and deposited in the United States Postal Service, postage prepaid, to Lessor and Lessee at the addresses shown above. Either party may designate a new address by proper notice to the other party.

15. Attorney's Fees. In the event that Lessor is required to employ legal counsel for the enforcement of any provision of this Lease and prevails, Lessor will be entitled to recover from Lessee reasonable attorney's fees and expenses incurred by Lessor.

16. Insurance. At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its activities and operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessor and related individuals and entities designated by Lessor as additional insureds. The policies shall include coverage for comprehensive general liability, for bodily injury and property damage, blowout, and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of cleanup and surface remediation. The coverage shall be in the minimum amount of \$5,000,000. Lessee shall furnish a certificate from the issuing insurance company or companies evidencing the coverage.

17. Indemnity. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, EMPLOYEES, TRUSTEES, VOLUNTEERS, AGENTS, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S ACTIVITIES AND OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM LESSEE INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

18. Miscellaneous Provisions. (a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall, within 60 days thereafter, furnish Lessor with a written, recordable

release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) The term production means production in paying quantities. No obligation of Lessee to pay monetary payments under this Lease will be excused or delayed unless by reason of Force Majeure. Lessee's obligations to pay money under this Lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this Lease for convenience only and are not to be considered in the interpretation or construction of this Lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document. Under no circumstances may Lessee, its agents, employees, or contractors bring firearms or dogs or other animals on the Land or hunt or fish on the Land. Lessee agrees to furnish to Lessor a copy of each title opinion or report for the subject Leased Premises obtained by Lessee that covers all or any part of the Land together with a copy of each title curative document obtained by Lessee.

(d) On an annual basis and upon written request and during normal business hours, Lessor shall have the right to inspect all records of Lessee relating to this Lease, operations conducted on the Lease, the sale and marketing of production from the Lease, and the payment of royalties, including the right to audit Lessee's books insofar as they relate to the foregoing.

(e) No seismic or other geophysical operations may be conducted by Lessee without Lessor's prior written approval. This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

(f) Upon Lessor's written request, Lessee shall be required to conduct no more than two (2) safety programs at the FWISD Administrative Building concerning Lessee's operations on the Land.

(g) Lessor designates Carmen Arrieta-Candelaria, Chief Financial Officer of the Fort Worth Independent School District, as its representative for purposes of all notices and receipt of all information required to be sent to the Lessor as provided herein.

19. Approved by Board Resolution. The terms and obligations recited herein were approved by resolution of Lessor's Board of Trustees at a duly called and noticed Board meeting held in accordance with the Texas Open Meetings Act on January 24, 2023.

20. Surface Use. The surface of the leased premises shall not be used by Lessee for any reason, even though Lessee may claim rights of use through other parties. Lessee expressly releases and waives all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use the surface of the leased premises or any part thereof, including, without limitation, the right to enter upon the surface of the leased premises for purposes of exploring for, developing, drilling, producing, transporting, mining, treating, storing or any other purpose incident to the development of production of the oil, gas and other minerals, in, on, and under the leased premises. This release and waiver is a material consideration to Lessor's agreements hereunder, and, but for such release and waiver, Lessor would not lease the leased premises to Lessee. Lessee may develop the minerals underlying the leased premises by pooling or unitizing the leased premises with other lands adjacent to the leased premises and conducting drilling and other surface operations from drill site locations located off the leased premises or by drilling subsurface directional and/or horizontal wells underlying the leased premises from drill site locations located off the leased premises.

21. Separate Tracts. If the Leased Premises herein shall contain more than one separate tract of land, this Lease shall be deemed a separate and distinct lease as to each tract of land herein described to all intents and purposes, exactly as if the parties had executed a separate Lease instrument containing the provisions herein.

22. Permit Notification. If Lessee's proposed drill site requires a High Impact Gas Well Permit, or similar permit, from the municipality in which the leased premises are located, Lessee will give Lessor, prior written notice identifying the proposed location and distance from the borehole to the leased premises and the nearest improvements on the leased premises, and within five (5) days of filing the application for the permit, Lessee shall deliver a copy of the application, including all attachments, and thereafter, any amendments or supplements thereto, to the following:

Carmen Arrieta-Candelaria
Chief Financial Officer
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Office of Legal Services
Fort Worth Independent School District
100 N. University Drive
Fort Worth, Texas 76107

Lessor may substitute the people listed above to receive copies by written notice to Lessee at the address shown in this Lease.

[Signature Page Follows]

Executed on the date first written above.

FORT WORTH INDEPENDENT SCHOOL DISTRICT – LESSOR

BY: _____

Tobi Jackson

President, FWISD Board of Education

STATE OF TEXAS §

§

COUNTY OF TARRANT §

Before me, _____, the undersigned notary public, on this day personally appeared Tobi Jackson, President of the Board of Education of the Fort Worth Independent School District, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 2023.

My Commission Expires: _____

Commission Number: _____

Executed on the date first written above.

**TotalEnergies E&P Barnett USA 1, LLC –
LESSEE**

BY: 

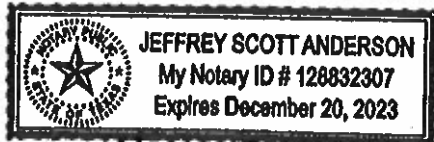
Name: Brett Austin

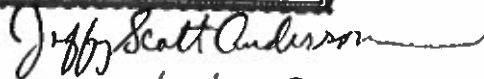
Title: Vice President - Land

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Jeffrey S. Anderson, the undersigned notary public, on this day personally appeared Brett Austin, Vice President – Land of TotalEnergies E&P Barnett USA 1, LLC, who is known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

Given under my hand and seal of office this 10th day of April, 2023.





My Commission Expires: 12/20/2023

Commission Number: 128832307

EXHIBIT "A"

TRACT 1- 14.48 acres:

A 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, according to the Plat thereof recorded in Volume 388-26, Page 37 of the Plat Records of Tarrant County, Texas being more particularly described in that certain General Warranty Deed from Sharpstown Leasing Company, Ltd. to Fort Worth Independent School District recorded in Volume 13589, Page 148 of the Deed Records of Tarrant County, Texas.

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

On September 25, 2018, the Board of Education gave authorization to enter contracts for Job Order Contract (JOC) HAZMAT abatement services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$9,500,000.00 (Request for Proposal [RFP] #19-002). On December 10, 2019, the Board of Education gave additional approval for JOC HAZMAT abatement services for the 2017 Capital Improvement Program (CIP) in an amount not-to-exceed of \$4,000,000 (RFP #19-002). On December 10, 2019, the Board of Education authorized the purchase of JOC HAZMAT abatement services for Polytechnic High School addition/renovation project in an amount not-to-exceed of \$880,000.

Purchase Order Number	32000306
Original Contract Amount:	\$239,972.50
Change Order Amount:	(11,965.60)
Final Contract Amount:	\$228,006.90
Previously Paid:	(216,606.55)
Final Retainage Payment Due:	\$11,400.35

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. 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
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$11,400.35

VENDOR:

AMX Environmental

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
Polytechnical High School

RATIONALE:

AMX Environmental has completed all work as required per the terms of their JOC for Hazardous Materials Abatement. The work has been inspected by Primera Professional Services Group and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

On September 25, 2018, the Board of Education gave authorization to enter contracts for Job Order Contract Hazardous Materials (JOC HAZMAT) abatement services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$9,500,000 (Request for Proposal [RFP] #19-002). On December 10, 2019, the Board of Education gave additional approval for JOC HAZMAT abatement services for the 2017 Capital Improvement Program (CIP) in an amount not-to-exceed of \$4,000,000 (RFP #19-002). On December 10, 2019, the Board of Education authorized the purchase of JOC HAZMAT abatement services for Trimble Technical High School addition/renovation project in an amount not-to-exceed of \$1,828,393.

Purchase Order Number	32000304	32100034	TOTAL
Original Contract Amount:	\$294,065.00	\$81,067.25	\$375,132.25
Change Order Amount:	(\$481.16)	(\$7,190.00)	(\$7,671.16)
Final Contract Amount:	\$293,583.84	\$73,877.25	\$367,461.09
Previously Paid:	(\$278,904.65)	(\$70,183.39)	(\$349,088.04)
Final Retainage Payment Due:	\$14,679.19	\$3,693.86	18,373.05

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with AMX Environmental for Trimble Technical High School Job #011-211 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with AMX Environmental for Trimble Technical High School 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 AMX Environmental for Trimble Technical High School 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:

\$18,373.05

VENDOR:

AMX Environmental

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:

AMX Environmental has completed all work as required per the terms of their JOC HAZMAT Abatement. The work has been inspected by Icon Environmental Services and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter a construction contract for renovations at Trimble Tech High School (Job #011-211 / Request for Qualifications [RFQ] #20-002) on September 24, 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 June 23, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the Trimble Tech High School renovation project in an amount not-to-exceed of \$2,089,592.

On August 23, 2022, the Board of Education authorized the purchase of additional furniture, fixtures, and equipment for the Trimble Tech High School renovation project in an amount not-to-exceed of \$748,000.

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 Trimble Tech High School in an amount not-to-exceed of \$220,000.

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 administrative and counseling offices that are to be renovated during the Betterment Project #011-503. 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 Trimble Technical High School Job #011-503 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment for Trimble Technical High School Job #011-503 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 Trimble Technical High School Job #011-503 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE:

Additional Details

CIP 2017

671-81-XXXX-B43-011-99-000-011503

COST:

Not-to-Exceed - \$220,000

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
Trimble Technical High School

RATIONALE:

The purchase of FF&E is necessary for the renovated spaces at Trimble Technical High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Karen Molinar

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Global Industries Inc.			OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 11%	Freight: 0%
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price	
1	2	1236P6S,W428,~STD,~GLO,LGR,~STD Description: STORAGE CABINET - 6 HIGH * 1200 Storage Series * 18"D x 36"W x 77-22/25"H * Paint finish * Lock Key: C-Keyed For Lock #W428 (qty 1 each) (srp \$.00) Paint: LGR - Light Grey (qty 1 each) (srp \$.00)	\$2,634.00	\$1,698.93	\$3,397.86	
2	1	1236P6S,W438,~STD,~GLO,LGR,~STD Description: STORAGE CABINET - 6 HIGH * 1200 Storage Series * 18"D x 36"W x 77-22/25"H * Paint finish * Lock Key: C-Keyed For Lock #W438 (qty 1 each) (srp \$.00) Paint: LGR - Light Grey (qty 1 each) (srp \$.00)	\$2,634.00	\$1,698.93	\$1,698.93	
3	4	1936P-3F12,W433,~STD,~GLO,LGR,~STD Description: 3 DRAWER LATERAL FILE, 36" * 1900 Plus Series * 19-1/4"D x 36"W x 27-7/20"H * Metal Finish * Three Fixed Front Drawers, 19-1/4" Deep * 12-1/4" High Drawers * Includes Side-to-Side Hanging File Bars * Counterweight Balance Key: C-Keyed For Lock #W433 (qty 1 each) (srp \$.00) Metal Filing+St: LGR - LGR - Light Grey (qty 1 each) (srp \$.00)	\$1,219.00	\$786.26	\$3,145.04	
4	2	1936P-4F12,W433,~STD,~GLO,LGR,~STD Description: 4 DRAWER LATERAL FILE, 36" * 1900 Plus Series * 19-1/4"D x 36"W x 51-9/10"H * Metal Finish * Four Fixed Front Drawers, 19-1/4" Deep * 12-1/4" High Drawers * Includes Side-to-Side Hanging File Bars * Counterweight Balance Key: C-Keyed For Lock #W433 (qty 1 each) (srp \$.00) Metal Filing+St: LGR - LGR - Light Grey (qty 1 each) (srp \$.00)	\$1,536.00	\$990.72	\$1,981.44	
5	1	GRB22,TUN Description: 22" DIA ROUND BASE * Swap Tables * 22"D x 22"W x 28"H * Metal finish * Adjustable glides Paint: TTU - Tungsten (qty 1 each) (srp \$.00)	\$870.00	\$561.15	\$561.15	
6	1	GRB28,TUN Description: ROUND BASE * Swap Series * 28"Dia. x 28"H * Base finish BaseFinish: TUN - TUN - Tungsten (qty 1 each) (srp \$.00)	\$1,498.00	\$966.21	\$966.21	
7	1	GRBTP36,ACJ Description: ROUND TABLE TOP * Swap Series * 36"Dia. * Laminate finish Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00)	\$361.00	\$232.85	\$232.85	
8	1	GRBTP42,ACJ	\$503.00	\$324.44	\$324.44	267

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: ROUND TABLE TOP * Swap Series * 42"Dia. * Laminate finish Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00)			
9	7	PN2448FML,~,~STD,ACJ,~,~,TTU	\$744.00	\$479.88	\$3,359.16
		Description: LEFT RETURN WITH METAL LEG * Princeton Series * 24"D x 48"W x 29"H * Laminate Top * Leg finish * Grommet Cut-Out Center Position Laminate: Absolute Acajou (qty 1 each) (srp \$.00) LegFinish: TU - Tungsten (qty 1 each) (srp \$.00)			
10	10	PN2448FMR,~,~STD,ACJ,~,~,TTU	\$744.00	\$479.88	\$4,798.80
		Description: RIGHT RETURN WITH METAL LEG * Princeton Series * 24"D x 48"W x 29"H * Laminate Top * Leg finish * Grommet Cut-Out Center Position Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LegFinish: TU - Tungsten (qty 1 each) (srp \$.00)			
11	2	PN2472FML,~,ACJ,~,~,~,TU,~STD	\$1,004.00	\$647.58	\$1,295.16
		Description: LEFT FLUSH RETURN WITH METAL LEG * Princeton Series * 24"D x 72"W x 29"H * Laminate top * Metal open frame leg * Center position grommet Grommet: Standard Center Cut-Out (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LegFinish: TU - Tungsten (qty 1 each) (srp \$.00)			
12	1	PN25MBBF,ACJ,ACJ,K-415,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #415 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
13	1	PN25MBBF,ACJ,ACJ,K-416,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #416 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
14	1	PN25MBBF,ACJ,ACJ,K-417,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #417 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
15	1	PN25MBBF ,ACJ,ACJ,K-418,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #418 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
16	1	PN25MBBF ,ACJ,ACJ,K-419,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #419 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
17	1	PN25MBBF ,ACJ,ACJ,K-420,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #420 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
18	1	PN25MBBF ,ACJ,ACJ,K-421,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #421 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
19	1	PN25MBBF ,ACJ,ACJ,K-422,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #422 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
20	1	PN25MBBF ,ACJ,ACJ,K-423,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #423 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
21	1	PN25MBBF ,ACJ,ACJ,K-424,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #424 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
22	1	PN25MBBF ,ACJ,ACJ,K-426,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #426 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
23	1	PN25MBBF ,ACJ,ACJ,K-427,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #427 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
24	1	PN25MBBF ,ACJ,ACJ,K-428,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #428 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
25	1	PN25MBBF ,ACJ,ACJ,K-430,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #430 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
26	1	PN25MBBF ,ACJ,ACJ,K-431,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #431 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
27	1	PN25MBBF ,ACJ,ACJ,K-432,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #432 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
28	1	PN25MBBF ,ACJ,ACJ,K-434,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #434 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
29	1	PN25MBBF ,ACJ,ACJ,K-435,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #435 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
30	1	PN25MBBF ,ACJ,ACJ,K-436,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #436 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
31	1	PN25MBBF ,ACJ,ACJ,K-438,ACJ,~,~STD	\$1,080.00	\$696.60	\$696.60
		Description: MOBILE PEDESTAL * Princeton Series * 22"D x 16"W x 25-1/2"H * Box, Box, File * Casters * Laminate Finish Key: C-Keyed for Lock #438 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateDrawer: Absolute Acajou (qty 1 each) (srp \$.00) LaminateStorage: Absolute Acajou (qty 1 each) (srp \$.00)			
32	20	PN3072DM,ACJ,~,~STD,ACJ,~,~,~,TTU	\$1,382.00	\$891.39	\$17,827.80
		Description: FREESTANDING DESK WITH METAL LEGS, 30"X72" * Princeton Freestanding Desks Series * 30"D x 72"W x 29"H * TFL Top Finish * Frame Finish * Grommet Center In Worksurface Grommet: Standard Center Cut-Out (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LegFinish: TU - Tungsten (qty 1 each) (srp \$.00)			
33	1	PN603029,~,~STD,ACJ,~,TTU	\$1,428.00	\$921.06	\$921.06
		Description: TABLE * Princeton Series * 30"D x 60"W x 29"H * TFL laminate top * 3mm edge in matching color * Leg finish Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LegFinish: TU - Tungsten (qty 1 each) (srp \$.00)			
34	20	PN6613DML,~STD,ACJ	\$668.00	\$430.86	\$8,617.20
		Description: DESKTOP MODESTY PANEL * Princeton Series * 69/100"D x 66"W x 13"H * Laminate finish Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00)			
35	2	T1972,ACJ,~STD	\$677.00	\$436.67	\$873.34

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: LATERAL FILE LAMINATE TOP * Lateral Files Series * 19-1/4"D x 72"W * 1-1/8" thick laminate Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00)			
36	1	Z36M2E,,~STD,K-436,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #436 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
37	1	Z36M2E,~STD,K-415,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #415 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
38	1	Z36M2E,~STD,K-416,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #416 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
39	1	Z36M2E,~STD,K-417,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #417 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
40	1	Z36M2E,~STD,K-418,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #418 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
41	1	Z36M2E,~STD,K-419,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #419 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
42	1	Z36M2E,~STD,K-420,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #420 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
43	1	Z36M2E,~STD,K-421,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #421 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
44	1	Z36M2E,~STD,K-422,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #422 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
45	1	Z36M2E,~STD,K-423,ACJ,~,A3,ACJ,~,~,HV 274	\$1,706.00	\$1,100.37	\$1,100.37

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #423 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
46	1	Z36M2E,~STD,K-424,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #424 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
47	2	Z36M2E,~STD,K-426,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$2,200.74
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #426 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
48	1	Z36M2E,~STD,K-427,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #427 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
49	1	Z36M2E,~STD,K-428,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #428 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
50	1	Z36M2E,~STD,K-430,ACJ,~,A3,ACJ,~,~,HV 275	\$1,706.00	\$1,100.37	\$1,100.37

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #430 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
51	1	Z36M2E,~STD,K-431,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #431 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
52	1	Z36M2E,~STD,K-432,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #432 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
53	2	Z36M2E,~STD,K-434,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$2,200.74
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #434 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
54	1	Z36M2E,~STD,K-435,ACJ,~,A3,ACJ,~,~,HV	\$1,706.00	\$1,100.37	\$1,100.37
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keyed for Lock #435 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
55	2	Z36M2E,~STD,K-438,ACJ,~,A3,ACJ,~,~,HV 276	\$1,706.00	\$1,100.37	\$2,200.74

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: TWO FILE MODULE * Zira Series * 20"D x 36"W x 29-1/2"H * Laminate finish * Two locking file drawers * Side-to-side file bars included * Lock secures all drawers EdgeType: A3 - 1" Top, Standard Edge (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #438 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00) Pull: Square Edge Handle - Silver (qty 1 each) (srp \$.00)			
56	2	Z36S200S,~STD,K-428,ACJ,A3,ACJ,Z3,HV	\$1,468.00	\$946.86	\$1,893.72
		Description: CLOSED OVERHEAD STORAGE * Zira Series * 16"D x 36"W x 20"-20-1/2"Adj. Ht. * 1" Thick Laminate Top * Includes Pre-Mounted Brackets For Wall Mount Applications * Doors Lock * Mounting Hardware Not Included Handles: Square Edge Handle - Silver (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #428 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) Option: Zira Glazed Door Option: Frosted Glazing w/ Silver Frame (qty 1 each) (srp \$.00)			
57	2	Z36S200S,~STD,K-435,ACJ,A3,ACJ,Z3,HV	\$1,468.00	\$946.86	\$1,893.72
		Description: CLOSED OVERHEAD STORAGE * Zira Series * 16"D x 36"W x 20"-20-1/2"Adj. Ht. * 1" Thick Laminate Top * Includes Pre-Mounted Brackets For Wall Mount Applications * Doors Lock * Mounting Hardware Not Included Handles: Square Edge Handle - Silver (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #435 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) Option: Zira Glazed Door Option: Frosted Glazing w/ Silver Frame (qty 1 each) (srp \$.00)			
58	2	Z36S200S,~STD,K-436,ACJ,A3,ACJ,Z3,HV	\$1,468.00	\$946.86	\$1,893.72
		Description: CLOSED OVERHEAD STORAGE * Zira Series * 16"D x 36"W x 20"-20-1/2"Adj. Ht. * 1" Thick Laminate Top * Includes Pre-Mounted Brackets For Wall Mount Applications * Doors Lock * Mounting Hardware Not Included Handles: Square Edge Handle - Silver (qty 1 each) (srp \$.00) Key: C-Keypad for Lock #436 (qty 1 each) (srp \$.00) Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) Option: Zira Glazed Door Option: Frosted Glazing w/ Silver Frame (qty 1 each) (srp \$.00)			
59	3	Z36S42TN,ACJ,A3,ACJ,~STD	\$756.00	\$487.62	\$1,462.86
		Description: ZIRA TABLE TOP BOOKCASE, 16"X36" * Zira Series * 16"D x 36"W x 42-2/5"H * 1" TFL top finish * Laminate base finish * Edge * Locking * Two (2) adj. shelves * Used on top of 29"/29-1/2"H units * Do not use on 40-2/5"/41-3/10"H units Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00) LaminateBase: ACJ - ACJ Absolute Acajou (qty 1 each) (srp \$.00)			
60	20	Z36S55TN,~STD,ACJ,A3,ACJ	\$912.00	\$588.24	\$11,764.80

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedegroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: TABLE TOP BOOKCASE * Zira Series * 16"D x 36"W x 54-2/5"H * Laminate Top Finish * Laminate Base Finish * 1" Thick Laminate Top * Includes Three Adjustable Shelves * Locking Laminate: ACJ - Absolute Acajou (qty 1 each) (srp \$.00)			
61	3	ZWHT7221,LL11	\$812.00	\$523.74	\$1,571.22
		Description: WALL MOUNTED TACKBOARD * Zira Series * 1-1/4"D x 72" W x 20-1/2"H * Fabric Finish FabricGR2: LL11- Lola Medium Taupe (qty 1 each) (srp \$.00)			

Global Industries Inc. \$109,720.99

Great Openings	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 60.5%	Install: 17%	Freight: NET
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	1	MZ-S-C209-02X9	\$3,269.04	\$1,291.27	\$1,291.27
		Description: TRACE BOOKCASE WARDROBE TOWER, RIGHT COAT DOOR * Towers Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Paint finish * Welded steel frame construction * File/file * Coat door on right side Front: S - S - Square, Satin Nickel Loop (qty 1 each) (srp \$.00) Paint: 02X9 - 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)			

Great Openings \$1,291.27

Interior Concepts	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 23%	Install: 20%	Freight: NET
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	1	TTCFRT292460	\$1,409.00	\$1,084.93	\$1,084.93
		Description: REC. MOTION TABLE, TLEG, FLIP-TOP QUICK FLIP HANDLE, 24"X60" * Motion Series * 24"D x 60"W x 29"H * HPL Worksurface Finish * Edge Finish * Leg Finish * Casters Edge: Charcoal (qty 1 each) (srp \$.00) FrameFinish: Platinum (qty 1 each) (srp \$.00) Laminate: High Rise (qty 1 each) (srp \$.00)			

Interior Concepts \$1,084.93

KI	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 10%	Freight: 9%
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	2	1412S	\$928.00	\$705.28	\$1,410.56

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Customer Quick Quote (Quote #88872-02)

Trimble Tech HS Betterment

Site:
Trimble Tech High School
1003 W Cannon St.
Fort Worth, TX 76104

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: LOUNGE SMALL END TABLE, LAMINATE, SLED BASE * Lyra Tables * 20"D x 20"W x 18"H * Laminate color finish * Base finish * Glides * Delivered Pricing* BaseFinish: SX - Starlight Silver Metallic (qty 1 each) (srp \$.00) Glides: GNY - Nylon Glides (qty 1 each) (srp \$.00) Laminate: LRI - Crisp Linen (qty 1 each) (srp \$.00)			
2	1	1412S	\$928.00	\$686.72	\$686.72
		Description: LOUNGE SMALL END TABLE, LAMINATE, SLED BASE * Lyra Tables * 20"D x 20"W x 18"H * Laminate color finish * Base finish * Glides * Delivered Pricing* BaseFinish: SX - Starlight Silver Metallic (qty 1 each) (srp \$.00) Glides: GNY - Nylon Glides (qty 1 each) (srp \$.00) Laminate: LRI - Crisp Linen (qty 1 each) (srp \$.00)			
3	18	DN3B00-NFR	\$656.00	\$498.56	\$8,974.08
		Description: DONI SLED BASE ARMLESS CHAIR, GRP1 * Doni Series * 21-1/2" D x 22-1/4" W x 33-3/4" H * 18" Seat height * Two-tone poly back finish * Upholstered seat finish * Pallas fabric group 1 * Sled base finish * Glides * Delivered BaseFinish: SX - Starlight Silver Metallic (qty 1 each) (srp \$.00) FabricGRP1: Pallas Etch Granite (qty 1 each) (srp \$.00) Glides: GPL - Nylon Plastic Glides (qty 1 each) (srp \$.00) Outside/Inside: OCG/ICO - Cool Grey / Cottonwood (qty 1 each) (srp \$.00)			
4	34	DN3B11-NFR	\$728.00	\$553.28	\$18,811.52
		Description: DONI SLED BASE ARM CHAIR, GRP1 * Doni Series * 21-1/2" D x 22-1/4" W x 33-3/4" H * 18" Seat height * Two-tone poly back finish * Upholstered seat finish * Sled base finish * Glides BaseFinish: SX - Starlight Silver Metallic (qty 1 each) (srp \$.00) Fabric: Pallas Fabric Group P1- Pallas Etch Granite (qty 1 each) (srp \$.00) Glides: Plastic Glides (qty 1 each) (srp \$.00) Outside/Inside: OCG/ICO - Cool Grey / Cottonwood (qty 1 each) (srp \$.00)			
KI \$29,882.88					

National Office Furniture		OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 11%	Freight: 0%
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	23	N15GR-KD-2-22168-C15	\$1,004.00	\$602.40	\$13,855.20
		Description: MESH BACK, ARMLESS, KNEE TILT, PLASTIC BASE * Mix-It Series * 26"D x 26-1/4"W x 39-1/2"-43-1/2"Adj. Ht. * Upholstered seat and mesh back * Black nylon base * Casters Casters: C15 - C15 - Hard Casters (qty 1 each) (srp \$.00) FabricGR2: 22168 - Sedona - Pewter (qty 1 each) (srp \$.00) Pack: KD - Tool-Less Knock Down (qty 1 each) (srp \$.00)			
2	1	N36G4M-201-C56	\$1,254.00	\$752.40	\$752.40

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88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: GUEST STACKER (PACKAGE OF 4) * Ditto Series * 21-1/2"D x 22-1/4"W x 33-3/8"H * 18-3/8" Seat Ht. * Plastic seat and back * 15-gauge steel frame * Glides Glides: C56 - C56 - Soft Glide (qty 1 each) (srp \$.00) Shell: 201 - White (qty 1 each) (srp \$.00)			
National Office Furniture					\$14,607.60

Smith System Manufacturing OMNIA/Region 4 - Zone 1 Installed R191810 Discount: 30.5% Install: 11% Freight: 17%

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	1	01631C Description: SILHOUETTE SIT-STAND STUDENT DESK, COLLABORATIVE TOP * Silhouette Series * 21"D x 30"W x 26"-41"Adj. Ht. * Laminate Finish * T-Mold Edge Finish * Platinum Base Finish * Lockable Casters Edge: R - Charcoal (qty 1 each) (srp \$.00) FrameFinish: Platinum (qty 1 each) (srp \$.00) Laminate: HRE - High Rise (qty 1 each) (srp \$.00)	\$685.90	\$476.70	\$476.70
2	14	04080D Description: INTERCHANGE SINGLE-STUDENT DESK-20"X 27" * Interchange Series * 20"D x 27"W x 22"-34"Adj. Ht. * Laminate top * 4 mm T-mold edge * Frame finish Edge: P - Platinum (qty 1 each) (srp \$.00) FrameFinish: PLT - Platinum (qty 1 each) (srp \$.00) Laminate: CLN - Classic Linen (qty 1 each) (srp \$.00) Top&Edge: D - (D) 1-1/4" top w/ 4mm T-mold (qty 1 each) (srp \$.00)	\$373.10	\$259.30	\$3,630.20
3	14	11855-CHR Description: FLAVORS A MOBILE STACK CHAIR ON CASTERS * Flavors Series * 22"D x 20"W x 31"H * 18" Seat height * Shell finish * Frame finish * Casters FrameFinish: CHR - Chrome (qty 1 each) (srp \$13.29) Shell: R - Charcoal (qty 1 each) (srp \$.00)	\$228.97	\$159.14	\$2,227.96
4	14	17577-PLT Description: 3" DUAL WHEEL CASTERS, PACK OF 4 * Elemental Series * Set of Four (4) 3" Dual Wheel Casters * Caster color finish CasterColor: PLT - Platinum (qty 1 each) (srp \$.00)	\$130.84	\$90.93	\$1,273.02
5	1	26160D	\$1,248.11	\$867.44	\$867.44

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Customer Quick Quote (Quote #88872-02)

Trimble Tech HS Betterment

Site:
Trimble Tech High School
1003 W Cannon St.
Fort Worth, TX 76104

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: CASCADE TEACHER DESK SINGLE BULLET, B/B/F LEFT * Cascade Series * 24"D x 60"W x 30-1/2"H * 4 mm T-mold edge * Frame finish * Steel construction * Casters included Edge: R - Charcoal (qty 1 each) (srp \$.00) FrameColor: PLT - Platinum (qty 1 each) (srp \$.00) Laminate: HRE - High Rise (qty 1 each) (srp \$.00) Top&Edge: D - (D) 1-1/4" top w/ 4mm T-mold (qty 1 each) (srp \$.00)			
6	1	60099	\$123.69	\$85.96	\$85.96
		Description: MODESTY PANEL / PRIVACY SCREEN * Silhouette Series * 1-1/2"D x 24"W x 13-3/4"H * Does not work with 20" x 27" top			
7	1	76518	\$81.78	\$56.84	\$56.84
		Description: SIT + STAND TECHNOLOGY BASKET * UXL Series * 10"D x 14"W x 3"H * Attaches to underside of Sit + Stand Student Desks			
8	2	91100000P	\$1,661.08	\$1,154.45	\$2,308.90
		Description: CASCADE MEGA-TOWER OPEN WITH SHELVES * Cascade Series * 19"D x 43"W x 61-2/5"H * Platinum Frame * End Panel Finish * Casters CascadeEndPanel: P - Platinum (qty 1 each) (srp \$.00)			

Smith System Manufacturing \$10,927.02

TOTALS	
Product:	\$167,514.69
Install:	\$18,302.96
Freight:	\$4,926.17
[---] Sales Tax at 8.250%:	\$0.00
Total:	\$190,743.82

Notes

Omnia/Region 4 Contract # R191810- 4/30/24 Expiration Date

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to Meteor at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to Meteor, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. **Prices good through 05/26/2023.**

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
88872-02 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susan Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

TERMS AND CONDITIONS OF SALE

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

GENERAL SALES POLICY: No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. Meteor Education reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to Meteor Education at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Prepay Requirements for non-publicly funded entities:

- <\$25,000 100% prepay
- \$25,001-\$125,000 50% to order, 50% Net 30 from invoice date
- +\$125,001 35% to order, 35% at delivery, 30% Net 30 from invoice date

Any order over \$5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

RETURNED GOODS: Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

CANCELLED ORDERS: Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

ORDER CHANGES: Any change to your order must be in a written change order.

TAXES: Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

BONDING: Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

TERMS: Meteor Education will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay 18% annual interest, or \$50 per month, whichever is greater, on the balance of any late payment.

DROP-SHIP OR INSIDE DELIVERY ONLY:

- Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.
- The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

INSTALLED PRODUCT & SERVICES: Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location Meteor Education will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. Meteor Education will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

WARRANTY: All products carry their manufacturer's standard warranty. Please contact your local representative for details.

CONSENT AGENDA ITEM

BOARD MEETING

April 25, 2023

TOPIC: 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

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 #004-503. 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 #004-503 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 #004-503 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 #004-503 in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017 671-81-XXXX-B43-004-99-000-004503

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

Quote ID	Terms	Quote Contact	Site Contact
88922-01 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Miscellaneous	CP Quote 2022	Discount: Net%	Install: 0%	Freight: 0%	
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	10	G3447110/LLR616121 Description: BOLTLESS SHELVING UNIT, 5 H * Lorell Riveted Steel Shelving * 18"D x 36"W x 72"H * 5 Shelves * Black powder coat finish	\$189.16	\$189.16	\$1,891.60
Miscellaneous					\$1,891.60

SICO America Inc.	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 23%	Install: 12%	Freight: 12%	
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	2	EDAC11A2-2??AC?? Description: ALLAINCE COLLABORATION TABLE * Community Tables Series * 96"D x 30"W x 42"H * Laminate finish * Powder coat frame finish * Armor-Edge finish * Casters ArmorEdge: 12 - 12 - Shadow Gray (qty 1 each) (srp \$.00) Option: Laminate Inside Panel: Wilsonart Hollyberry (qty 1 each) (srp \$.00) Option: Laminate Top/Sides: Wilsonart Graphite Nebula (qty 1 each) (srp \$.00) Option: Powder coat: Light Gray (qty 1 each) (srp \$.00)	\$5,425.00	\$4,177.25	\$8,354.50
2	1	EDAC11B2-35012AZ-41 Description: ALLIANCE COLLABORATION TABLE * Community Table Series * 60"D x 30"W x 42"H * Laminate finish * Powder coat frame finish * Armor- Edge finish * Casters ArmorEdge: 12 - 12 - Shadow Gray (qty 1 each) (srp \$.00) LaminateTop: 50 - 50 - Graphite Nebula (qty 1 each) (srp \$.00) Option: Laminate Inside Panel: Wilsonart Hollyberry (qty 1 each) (srp \$.00)	\$4,897.20	\$3,770.84	\$3,770.84
SICO America Inc.					\$12,125.34

Smith System Manufacturing	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: 30.5%	Install: 17%	Freight: NET	
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	20	33891-PLT Description: GROOVE 30" STOOL, FIXED HEIGHT * Groove Seating Series * 18-1/2"D x 19-1/2"W x 45"H * 30" Seat Height * Polypropylene Shell Finish * Frame Finish, Steel FrameFinish: PLT - Platinum (qty 1 each) (srp \$.00) Shell: B - Black (qty 1 each) (srp \$.00)	\$204.44	\$142.09	\$2,841.80
Smith System Manufacturing					\$2,841.80

Webcoat Inc.	OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 35%	Freight: NET	
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	3	T46OCT	\$1,699.19	\$1,699.19	\$5,097.57

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Customer Quick Quote (Quote #88922-01)
Diamond Hills HS Shelving & Cafeteria Add-On

Site:
Diamond Hill-Jarvis High School
1411 Maydell St
Fort Worth, TX 76106

Quote ID	Terms	Quote Contact	Site Contact
88922-01 04/10/2023 JONVEA J.	Net 30 Days Prices Good Through 05/26/2023	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: REGAL STYLE OCTAGON TABLE * Octagon Table Series * 46"Dia * Rolled Metal Design * 2" Powder Coated Frame * Textured Polyethylene Table Top and Seats * Pre-Drilled Surface Mount Holes * Features Standard Umbrella Hole Powdercoat: Black (qty 1 each) (srp \$.00) TexturedPolyeth: Black (qty 1 each) (srp \$.00)			
Webcoat Inc.					\$5,097.57
TOTALS					
Product:					\$21,956.31
Install:					\$4,389.40
Freight:					\$3,343.50
[---] Sales Tax at 8.250%:					\$0.00
Total:					\$29,689.21

Notes

Omnia/Region 4 Contract # R191810- 4/30/24 Expiration Date

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By submitting a purchase order to Meteor, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. **Prices good through 05/26/2023.**

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
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- <\$25,000 100% prepay
- \$25,001-\$125,000 50% to order, 50% Net 30 from invoice date
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INSTALLED PRODUCT & SERVICES: Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location Meteor Education will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. Meteor Education will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

WARRANTY: All products carry their manufacturer's standard warranty. Please contact your local representative for details.

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Qualifications ([RFQ] #23-011) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the J.M. Jacquet Middle School Renovation project with the following schedule of events:

First Advertisement	February 15, 2023
Second Advertisement	February 22, 2023
Pre-Proposal Conference	February 28, 2023
Deadline for Questions	March 1, 2023
Deadline to Receive Qualifications	March 7, 2023
Issue Step 2 to Short List (Schedule Interviews)	March 24, 2023
Receive Step 2	March 29, 2023
Interview Firms on Short List; Rank Submissions	March 30, 2023
Board Approval of CMAR Firm	April 25, 2023

The District received five (5) Statement of Qualifications from the following Firms:

- Con-Real *
- Imperial Construction, Inc. / Post L JV *
- Phillips/May Construction *
- Reeder General Contractors
- Steele & Freeman

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. All five (5) firms were selected to move on to the Step II process:

- Con-Real *
- Imperial Construction, Inc. / Post L JV *
- Phillips/May Construction *
- Reeder General Contractors
- Steele & Freeman

Step II – The second step consisted of a Request for Competitive Sealed Proposal (CSP) process where 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). Only three (3) of the invited firms submitted a response to Step II. 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. Con-Real *
2. Imperial Construction, Inc. / Post L JV *
3. 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 Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for J.M. Jacquet Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract with a Construction Manager At Risk for Pre-Construction Services for J.M. Jacquet Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-B39-059-99-000-059101

COST:

Not-to-Exceed - \$75,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 23-011

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 1

HUB Firms: 3

Purchasing Support Documents Needed:

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

Capital Improvement Program

J.M. Jacquet 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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR W.C. STRIPLING MIDDLE SCHOOL 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 #23-010) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the W.C. Stripling Middle School Renovation project with the following schedule of events:

First Advertisement	February 15, 2023
Second Advertisement	February 22, 2023
Pre-Proposal Conference	March 1, 2023
Deadline for Questions	March 2, 2023
Deadline to Receive Qualifications	March 7, 2023
Issue Step 2 to Short List (Schedule Interviews)	March 24, 2023
Receive Step 2	March 29, 2023
Interview Firms on Short List; Rank Submissions	March 31, 2023
Board Approval of CMAR Firm	April 25, 2023

The District received five (5) Statements of Qualifications from the following Firms:

Cadence McShane Construction Company / Morales Construction JV *
Con-Real *
Sedalco, Inc. / Post L JV *
Rogers Obrien Construction Company / Chambers Engineering JV *
Steele & Freeman

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. All five (5) firms were selected to move on to the Step II process:

Cadence McShane Construction Company / Morales Construction JV *
Con-Real *
Sedalco, Inc. / Post L JV*
Rogers Obrien Construction Company / Chambers Engineering JV *
Steele & Freeman

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where 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”). Only four (4) of the invited firms submitted a response to Step II. 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. Sedalco, Inc. / Post L JV *
2. Cadence McShane Construction Company / Morales Construction JV *
3. Con-Real *
4. Rogers Obrien Construction Company / Chambers Engineering JV *

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 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
2. Decline to 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details:

CIP 2021

661-81-6629-B39-058-99-000-058101

COST:

No Cost

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 23-010

Number of Bid/Proposals Received: 5

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 4

Purchasing Support Documents Needed:

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

Capital Improvement Program

W.C. Stripling 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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Qualifications ([RFQ] #23-009) to select, via the two (2) step process, a Construction Manager-at-Risk (CMAR) firm for the Workforce Based High School at Como Montessori Renovation project with the following schedule of events:

First Advertisement	January 17, 2023
Second Advertisement	January 24, 2023
Pre-Proposal Conference	February 9, 2023
Deadline for Questions – 2:00pm CST	February 10, 2023
Deadline to Receive Qualifications	February 14, 2023
Issue Step 2 to Short List	March 23, 2023
Receive Step 2	March 27, 2023
Interview Firms on Short List; Rank Submissions	March 28, 2023
Board Approval of CMAR Firm	April 25, 2023

The District received four (4) Statements of Qualifications from the following Firms:

- Hill & Wilkinson General Contractors
- Imperial Construction Inc. / Post L JV*
- Phillips/May Corporation *
- Teinert Construction 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. All four (4) firms were selected to move on to the Step II process:

- Hill & Wilkinson General Contractors
- Imperial Construction Inc.
- Phillips/May Corporation
- Teinert Construction Inc.

Step II – The second step consisted of a Request for Proposal (RFP) process where the four (4) 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). 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. Teinert Construction, Inc.
2. Imperial Construction, Inc. / Post L JV *
3. Hill & Wilkinson General Contractors
4. Phillips/May *

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 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) Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to 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) Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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) Renovations in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-B39-021-99-000-021111

COST:

Not-to-Exceed - \$50,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 23-009

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 1

HUB Firms: 2

Purchasing Support Documents Needed:

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

Capital Improvement Program

Workforce Based High School at Como Montessori

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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a request for Competitive Sealed Proposals (CSP #23-018) with the following schedule of events:

Event	Date
CSP Issued	January 17, 2023
Pre-Proposal Meeting	February 22, 2023
Proposals Due	March 06, 2023

On March 6, 2023, the District received two (2) CSPs from firms in response to the solicitation. Both of the proposals submitted were deemed responsive and compliant with the CSP requirements. The two (2) proposals were evaluated and ranked as follows:

1. Wesson Construction Services*
2. TM Source Building Group*

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 General Contractor for Eastern Hills High School Betterment in Conjunction with the 2017 Capital Improvement Program
2. Decline 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

CIP 2017	671-81-6629-B39-006-99-000-006504.....\$3,671,762.40
	671-81-6629-B40-006-99-000-006504.....\$407,973.60

COST:

Not-to-Exceed - \$4,079,736

VENDOR:

To be Determined

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 23-018
 Number of Bid/Proposals Received: 2
 Number of Compliant Bid/Proposals Received: 2
 Joint Venture Firms: 0
 HUB Firms: 2

Purchasing Support Documents Needed:

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Eastern Hills High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals 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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

**ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the District issued a Request for Competitive Sealed Proposals (CSP #23-015) with the following schedule of events:

Event	Date
CSP Issued	January 17, 2023
Pre-Proposal Meeting	January 26, 2023
Proposals Due	February 7, 2023

On February 7, 2023, the District received two (2) CSPs from firms in response to the solicitation. Both of the proposals submitted were deemed responsive and compliant with the CSP requirements. The two (2) proposals were evaluated and ranked as follows:

1. Phillips/May Corporation*
2. Northridge Construction Group

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 General Contractor for Dunbar High School Betterment in Conjunction with the 2017 Capital Improvement Program
2. Decline 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details:

CIP 2017	671-81-6629-B40-005-99-000-005503.....	\$520,000
CIP 2017	671-81-6629-B39-005-99-000-005503.....	\$4,680,000

COST:

Not-to-Exceed - \$5,200,000

VENDOR:

To be Determined

PURCHASING MECHANISM

Bid/Proposal Statistics

Bid Number: 23-015
 Number of Bid/Proposals Received: 2
 Number of Compliant Bid/Proposals Received: 2
 Joint Venture Firms: 0
 HUB Firms: 1

Purchasing Support Documents Needed:

PARTICIPATING SCHOOL/DEPARTMENTS

Capital Improvement Program
Dunbar High School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposals 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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: APPROVE PARTIAL CLOSEOUT CONTRACT WITH SEDALCO - SMR JV FOR PASCHAL HIGH SCHOOL JOB #010-212 AND AUTHORIZE THE PARTIAL RELEASE OF RETAINAGE IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 8, 2019, the Board of Education (BOE) approved the authorization to enter into a contract with a Construction Manager-at-Risk, SEDALCO - SMR JV, for pre-construction services for Job# 010-212 (Construction Manager at Risk [CMAR] Request for Qualifications [RFQ] #20-003), Paschal High School. On December 10, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included renovations to life cycle items, restrooms, common areas, media center, art classrooms, science classrooms, general classrooms, and repurposed space for Career and Technical Education, or CTE. A secured entry was also provided. On August 22, 2023, the Board of Education approved the Change Order to replace the existing windows in Areas A, B and D at Paschal High School.

Original Contract with Guaranteed Maximum Price:	\$30,735,550.00
Change Order:	865,544.26
Proposed Final Contract Amount:	\$31,601,094.26
Previously Paid less Retainage:	(28,019,324.86)
Current Contract Balance + Retainage: \$2,107,068.10 + \$1,474,701.30	\$3,581,769.40
Requested Partial Release of Retainage:	(\$1,251,784.07)
Remaining Contract + Retainage Balance: \$2,107,068.10 + \$222,917.23	\$2,329,985.33

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Partial Closeout Contract with SEDALCO - SMR JV for Paschal High School Job #010-212 and Authorize the Partial Release of Retainage in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Partial Closeout Contract with SEDALCO - SMR JV for Paschal High School Job #010-212 and Authorize the Partial Release of Retainage in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017 671-00-2116-000-000-00-000-000000

COST:

\$1,251,784.07

VENDOR:

SEDALCO - SMR JV

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program (CIP)
Paschal High School

RATIONALE:

SEDALCO - SMR JV has completed all work as required per the terms of the contract for the renovations at Paschal High School. The work has been inspected by Hahnfeld Hoffer and Stanford Architects 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. The remaining balance of work and contract amount is for the window replacement to be performed during the summer of 2023.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023

**TOPIC: **APPROVE PURCHASE OF STATE ADOPTED MATHEMATICS
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 Mathematics 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 are expiring and an extension to materials currently in adoption needs to be purchased until the state calls for the adoption of new Mathematics materials. The Proclamation 2026 occurs in three (3) years.

Purchases authorized under this item will extend access to print, online textbooks, and program resources currently in adoption for use by grades 7-12 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 Mathematics Instructional Materials
2. Decline to Approve Purchase of State Adopted Mathematics Instructional Materials
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of State Adopted Mathematics 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:

\$1,413,505.99

VENDORS:

Cosenza & Associates.....	\$68,073.75
College Board.....	\$126,001.70
HMH.....	\$715,171.00
AQR Press.....	\$10,180.00
McGraw Hill.....	\$266,178.31
Bedford, Freeman, & Worth.....	\$53,730.00
SAVVAS.....	\$174,171.23

PURCHASING MECHANISM:

It is the intent of the District to use the recommended publisher’s list from TEA for these purchases.

Purchasing Support Documents Needed:

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

Applied Learning Academy	Arlington Heights High School
Benbrook Middle/High School	Carter-Riverside High School
E.M. Daggett Middle School	Diamond Hill-Jarvis High School
Daggett Montessori	Paul Laurence Dunbar High School
J.P. Elder Middle School	Eastern Hills High School
Forest Oak Middle School	I.M. Terrell Academy
Forest Oak 6 th Grade	Marine Creek Collegiate
Jacquet J. Martin Middle School	North Side High School
William James Middle School	R.L. Paschal High School
Kirkpatrick Middle School	Polytechnic High School
Leonard Middle School	South Hills High School
Jean McClung Middle School	Southwest High School
W.P. McLean Middle School	Texas Academy of Biomedical Sciences (TABS)
McLean 6 th Grade	TCC South/FWISD Collegiate

W.A. Meacham Middle School
Meadowbrook Middle School
William Monnig Middle School
Morningside Middle School
Riverside Middle School
Rosemont Middle School
Stripling Middle School
Wedgwood Middle School
Wedgwood 6th Grade

Trimble Tech High School
Western Hills High School
World Languages Institute
O.D. Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy
Success High School
International Newcomer Academy

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

Cosenza & Associates, LLC
 PO Box 190813
 Dallas, TX 75219 US
 (800) 224-4318
 gary@cosenzaassociates.com
 www.cosenzaassociates.com

Quote



ADDRESS

Fort Worth ISD
 100 N. University Drive, Suite NW
 140-E
 Attn: Accounts Payable
 Fort Worth, TX 76107-1300

SHIP TO

Kenyail Carr
 Fort Worth ISD
 1050 Bridgewood Drive
 Fort Worth, TX 76112

QUOTE #	DATE
2217	02/23/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Student license for online access to Algebraic Reasoning textbook License valid through June 30, 2024	300	18.00	5,400.00

Quote valid through August 31, 2023

TOTAL \$5,400.00

Accepted By

Accepted Date

Cosenza & Associates, LLC
 PO Box 190813
 Dallas, TX 75219 US
 (800) 224-4318
 gary@cosenzaassociates.com
 www.cosenzaassociates.com

Quote



ADDRESS

Fort Worth ISD
 100 N. University Drive, Suite NW-140E
 Attn: Accounts Payable
 Fort Worth, TX 76107-1300

SHIP TO

Shannon Hernandez
 Kenyail Carr
 Fort Worth ISD
 1050 Bridgewood Drive
 Fort Worth, TX 76112

QUOTE #	DATE
2233	03/20/2023

SALES REP
 KB

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Performing Math: Grade 3 District license, expiration June 30, 2026	5,118	1.50	7,677.00
	Performing Math: Grade 4 District license, expiration June 30, 2026	5,124	1.50	7,686.00
	Performing Math: Grade 5 District license, expiration June 30, 2026	5,270	1.50	7,905.00
	Performing Math: Grade 6 District license, expiration June 30, 2026	4,667	1.50	7,000.50
	Performing Math: Grade 7 District license, expiration June 30, 2026	4,059	1.50	6,088.50
	Performing Math: Grade 8 District license, expiration June 30, 2026	5,350	1.50	8,025.00
	Performing Math: Algebra 1 District license, expiration June 30, 2026	6,289	1.50	9,433.50
	Performing Math: Geometry District license, expiration June 30, 2026	5,895	1.50	8,842.50
	Performing Math: Algebra 2 District license, expiration June 30, 2026	4,653	1.50	6,979.50
	SUBTOTAL			69,637.50
	DISCOUNT 10%			-6,963.75
	TAX			0.00
	TOTAL			\$62,673.75

Accepted By

Accepted Date



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address 250 Vesey Street
New York, New York 10281
United States

Created Date 2/24/2023
Expiration Date 6/1/2023
Quote Number 00050002

Prepared By Deirdre Alsup
Email dalsup@collegeboard.org

Contact Name Kenyail Carr

Bill To Name Fort Worth Independent School District
Bill To United States

Product	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price
SpringBoard Math Algebra 1 SE + Digital Access - Texas-2014	\$12.42	3,000	\$56,850.00	\$19,590.00	\$37,260.00
SpringBoard Math Algebra 1 TE - Texas-2014	\$94.00	90	\$8,460.00	\$8,460.00	\$0.00
SpringBoard Math Geometry SE + Digital Access - Texas-2015	\$12.67	2,600	\$50,570.00	\$17,628.00	\$32,942.00
SpringBoard Math Geometry TE - Texas-2015	\$98.00	80	\$7,840.00	\$7,840.00	\$0.00
SpringBoard Math Algebra 2 SE + Digital Access - Texas-2015	\$12.67	1,700	\$33,065.00	\$11,526.00	\$21,539.00
SpringBoard Math Algebra 2 TE - Texas-2015	\$98.00	40	\$3,920.00	\$3,920.00	\$0.00
SpringBoard Math Precalculus SE + Digital Access - Texas-2015	\$12.67	1,800	\$35,010.00	\$12,204.00	\$22,806.00
SpringBoard Math Precalculus TE - Texas-2015	\$98.00	35	\$3,430.00	\$3,430.00	\$0.00

Subtotal \$199,145.00
Total Discount Amount \$84,598.00
Total Price \$114,547.00
Shipping and Handling \$11,454.70
Grand Total \$126,001.70

Quoted total price does not include applicable sales taxes



Houghton Mifflin Harcourt

Proposal #008631472

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:

Mathematics

Prepared By
Melissa Floyd
melissa.floyd@hmc.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.hmhco.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

Send **Orders** to:
orders@hmc.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
Alg 1					
Student Resource Package					
1764202 9780358210764	2016 Texas Algebra 1 Hybrid Student Resource Package Hardcover with 1 Year Digital	\$91.95	2,800	\$257,460.00	
Total for Student Resource Package				\$257,460.00	
a la carte items available for purchase					
1764551 9780358216285	2016 Texas Algebra 1 Digital Student Resource Package 1 Year Digital	\$18.05	200	\$3,610.00	
1610341 9780544555877	HMH Algebra 1 Texas Teacher Resource Package Print w/1 Year Digital	\$162.40			70
Total for a la carte items available for purchase				\$3,610.00	
Total for Alg 1				\$261,070.00	
Geometry					
Student Resource Package					
1764204 9780358210788	2016 Texas Geometry Hybrid Student Resource Package Hardcover with 1 Year Digital	\$93.95	2,400	\$225,480.00	
Total for Student Resource Package				\$225,480.00	
a la carte items available for purchase					
1764552 9780358216292	2016 Texas Geometry Digital Student Resource Package 1 Year Digital	\$18.45	800	\$14,760.00	
1610367 9780544556133	HMH Geometry Texas Teacher Resource Package Print w/1 Year Digital	\$162.40			60
Total for a la carte items available for purchase				\$14,760.00	
Total for Geometry				\$240,240.00	
Alg 2					
Student Resource Package					
1764205 9780358210795	2016 Texas Algebra 2 Hybrid Student Resource Package Hardcover with 1 Year Digital	\$96.05	1,600	\$153,680.00	
Total for Student Resource Package				\$153,680.00	
a la carte items available for purchase					
1764553 9780358216308	2016 Texas Algebra 2 Digital Student Resource Package 1 Year Digital	\$18.90	1,500	\$28,350.00	

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Shannon Hernandez
shannon.hernandez@fwisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

**Proposal for
Ft Worth Ind School District**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1610388 9780544556348	HMH Algebra 2 Texas Teacher Resource Package Print w/1 Year Digital	\$162.40			40
Total for a la carte items available for purchase		\$28,350.00			
Total for Alg 2		\$182,030.00			

Total Savings:	\$27,608.00
Subtotal Purchase Amount:	\$683,340.00
Shipping & Handling:	\$31,831.00
Total Cost of Proposal (PO Amount):	\$715,171.00
Please add proper sales tax to your order	

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Shannon Hernandez
shannon.hernandez@fwisd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
Ft Worth Ind School District

Total Cost of Proposal (PO Amount): \$715,171.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- 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: 2/23/2023

Proposal Expiration Date: 10/31/2023



Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Shannon Hernandez
shannon.hernandez@fwsd.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

AQR Press

Mathematics for the World Around Us™

QUOTE

Quote Number: 2023-107
Date: 24 February 2023

**One-Year Quote
2023–2024**

AQR Press, LLC
5100 Eilers Avenue
Austin, TX 78751
Phone: (512) 567-5173
www.aqrpess.com
aqrpess@aqrpess.com

Prepared for:
Mrs. Kenyail Carr
K–12 Mathematics Coordinator
Fort Worth ISD
1050 Bridgewood Drive
Fort Worth TX 76112

kenyail.carr@fwisd.org
(817) 814-2565

ITEM	QUANTITY	PRICE PER UNIT	AMOUNT
<i>Advanced Quantitative Reasoning: Mathematics for the World Around Us™ Student Program (ISBN 978-1-63130-006-6):</i> One year of online access for on school year; no printed book. Meets 100% of TEKS for AQR. Price: \$15/student program.	100	\$15.00	\$1,500.00
<i>Advanced Quantitative Reasoning: Mathematics for the World Around Us™ Student Program (ISBN 978-1-63130-004-2):</i> Printed book only. Meets 100% of TEKS for AQR. Price: \$81/student program.	100	\$81.00	\$8,100.00
<i>Advanced Quantitative Reasoning: Mathematics for the World Around Us™ Teacher Program (ISBN 978-1-63130-018-9):</i> One year of online access for on school year; no printed book. Includes Notes for Instructor containing complete answers for all tasks.Meets 100% of TEKS for AQR. Price: \$25/teacher program.	5	\$25.00	\$125.00
<i>Advanced Quantitative Reasoning: Mathematics for the World Around Us™ Teacher Program (ISBN 978-1-63130-016-5):</i> Printed book only. Includes Notes for Instructor containing complete answers for all tasks.Meets 100% of TEKS for AQR. Price: \$91/teacher program.	5	\$91.00	\$455.00
TOTAL			\$10,180.00

There are no classroom bundles or free Teacher Editions. **The quoted materials can be ordered through the Texas Education Agency Educational Materials (EMAT) system.** The quoted prices include shipping and handling and will remain in effect through 30 June 2023 or the next Texas adoption cycle for Advanced Quantitative Reasoning (Texas course number 3102510), whichever occurs first.

Access to online materials. If your school orders these materials, the school will have permission to allow access to the Teacher Edition to no more than the listed number of teachers and other school personnel. In addition, your district will have permission to allow access to the Student Edition to no more than the listed number of students. Both print and online materials are copyrighted, so please handle them appropriately. In particular, provide secure access to online material in a way that cannot be copied in violation of U.S. copyright law.



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:

Shannon Hernandez
shannon.hernandez@fwisd.org
(817) 871-2000

CONTACT:

Kenyail Carr
kenyail.carr@fwisd.org

SALES REP INFORMATION:

Kim Julius
kim.julius@mheducation.com
817-988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Print Material	\$122,832.75	(\$4,542.75)	\$118,290.00
Digital Access (etext and ALEKS)	\$142,020.00	\$0.00	\$142,020.00
PRODUCT TOTAL*	\$264,852.75	(\$4,542.75)	\$260,310.00
ESTIMATED S&H**			\$5,868.31
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$266,178.31

* 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 are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

Please see page 2 for product description.

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: kim.julius@mheducation.com | Phone: 817-988-1857

QUOTE DATE: 02/24/2023
QUOTE NUMBER: MJAMI-02242023090729-001

ACCOUNT NAME: Fort Worth Isd
ACCOUNT #: 411802

EXPIRATION DATE: 04/10/2023
PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Print Material					
ANNTD INSTR S EDITION BEG INTRMEDT ALG P.O.W.E.R. LRNG	978-1-26-404027-8	25	\$181.71	\$4,542.75	*Free Materials
BEGINNING AND INTERMEDIATE ALGEBRA WITH P.O.W.E.R STUDENT EDITION, MESSERSMITH 5TH ED	978-1-26-570926-6	1000	\$118.29	\$0.00	\$118,290.00
Print Material Subtotal:				\$4,542.75	\$118,290.00
Digital Access (etext and ALEKS)					
40 WEEK ACCESS - BEGINNING AND INTERMEDIATE ALGEBRA WITH P.O.W.E.R., MESSERSMITH 5TH ED	000-0-00-00000-0	2000	\$71.01	\$0.00	\$142,020.00
Digital Access (etext and ALEKS) Subtotal:				\$0.00	\$142,020.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: kim.julius@mheducation.com | Phone: 817-988-1857

QUOTE DATE: 02/24/2023

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 04/10/2023

QUOTE NUMBER: MJAMI-02242023090729-001

ACCOUNT #: 411802

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Fort Worth Isd
2224 E LANCASTER AVE
FORT WORTH, TX 76103-2221
ACCOUNT NUMBER: 411802

CONTACT:

Kenyail Carr
kenyail.carr@fwisd.org

VALUE OF ALL MATERIALS	\$264,852.75
FREE MATERIALS	(\$4,542.75)
PRODUCT TOTAL*	\$260,310.00
ESTIMATED SHIPPING & HANDLING**	\$5,868.31
ESTIMATED TAX**	TBD
GRAND TOTAL	\$266,178.31

SUBSCRIPTION/DIGITAL CONTACT:

Shannon Hernandez
shannon.hernandez@fwisd.org
(817) 871-2000

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 are not included in the quote total. 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.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

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: kim.julius@mheducation.com | Phone: 817-988-1857

QUOTE DATE: 02/24/2023 ACCOUNT NAME: Fort Worth Isd EXPIRATION DATE: 04/10/2023
QUOTE NUMBER: MJAMI-02242023090729-001 ACCOUNT #: 411802 PAGE #: 3

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders:

Please attach a copy of this price quote to your purchase order. Submit Your Purchase Order To:

MPS 16365 James Madison Highway Gordonsville, VA 22942
Email: highschool@mpsvirginia.com / Toll Free: (540) 672-7744

Quote Number	00090103	Prepared By	Emily Skillman
Created Date	2/24/2023	Email	emily.skillman.contractor@macmillan.com
		Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
		Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1319280501	9781319280505	UPDATED Version of SaplingPlus for The Practice of Statistics (One-Use Online)	6	Daren S. Starnes; Josh Tabor	USD 95.98	300.00	USD 28,794.00

Itemized Product Total: USD 28,794.00

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
131926932X	9781319269326	UPDATED Teacher's Edition for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00
1319269370	9781319269371	UPDATED Teacher's Resource Flash Drive for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00
1319269354	9781319269357	UPDATED ExamView Assessment Suite for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00

Total Available for Purchase USD 0.00

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

318

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location No Shipping

Shipping Fees:	USD 0.00
Special Shipping Fees:	USD 0.00
Total Shipping Fees:	USD 0.00

Grand Totals

Itemized Products + Shipping Fees: USD 28,794.00

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

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319

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This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders:

Please attach a copy of this price quote to your purchase order. Submit Your Purchase Order To:

MPS 16365 James Madison Highway Gordonsville, VA 22942

Email: highschool@mps virginia.com / Toll Free: (540) 672-7744

Quote Number	00090107	Prepared By	Emily Skillman
Created Date	2/24/2023	Email	emily.skillman.contractor@macmillan.com
		Ship To	Fort Worth ISD 100 N University Dr Fort Worth, Texas 761071360 United States
		Bill To	Fort Worth ISD 100 N. University Dr. Fort Worth, Texas 76107 United States

Itemized Products

ISBN	EAN	Product	Edition	Author	Sales Price	Quantity	Total Price
1319251803	9781319251802	SaplingPlus for Statistics and Probability with Applications (High School; One-Use Online)	4	Daren S. Starnes; Josh Tabor; Luke Wilcox	USD 83.12	300.00	USD 24,936.00

Itemized Product Total: USD 24,936.00

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
131926932X	9781319269326	UPDATED Teacher's Edition for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00
1319269370	9781319269371	UPDATED Teacher's Resource Flash Drive for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00
1319269354	9781319269357	UPDATED ExamView Assessment Suite for The Practice of Statistics	6	Daren S. Starnes; Josh Tabor	USD 490.00	10	\$0.00

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

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NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Total Available for Purchase USD 0.00

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location No Shipping

Shipping Fees: USD 0.00
Special Shipping Fees: USD 0.00
Total Shipping Fees: USD 0.00

Grand Totals

Itemized Products + Shipping Fees: USD 24,936.00

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.



Quote Expiration Date: 9/30/2023

Ft. Worth ISD - Math Models 1yr Extension (2023-26) Digital Only

ISBN	Title	Grade	Bid Price	Total Dollars/Purchase	
				Quantity/Units	Total Price
HS Math					
9780138221614	Texas Math Models with Apps MyMathLab (1 Year Digital License)	HS	\$ 52.47	500	\$ 26,235.00
subtotal of Math Models				500	\$ 26,235.00
Shipping and Handling				0.0%	\$ -
total of Math Models				500	\$ 26,235.00

[Please send final Purchase Orders to irvingsupport@savvas.com](mailto:irvingsupport@savvas.com)

Note: This is a Price Proposal. It is not a formal contract. Non-Contract prices are subject to change without notice.



Savvas Learning Company LLC

15 East Midland Avenue
 Suite 502
 Paramus, NJ 07652
 USA

BILL - TO
 FORT WORTH INDEPENDENT SCHOOL DIST
 ACCOUNTS PAYABLE
 100 N UNIVERSITY DR STE NW 140E
 FORT WORTH TX 76107

Acct.# 2313448

QUOTATION # 7028352749

Internal Use Only: 7028352749
 Purchase Order #: QUOTE
 Document Control #: 513291
 # of Cartons: 0
 FOB:
 Ship Via:
 Tax Certificate:
 Invoice Date: 03/24/2023
 Payment Due: 04/23/2023
 Invoice Routing: 1C

SHIP - TO

MS. SHANNON HERNANDEZ
 FT WORTH INDEPENDENT SCHOOL DIST
 100 N UNIVERSITY DR STE 219 SE
 FORT WORTH TX 76107
 Acct.# 2313449

Title/Description	Copyright	ISBN13/Material#	Qty	Unit Price	Discount	Extended Price
Calculus: AP Edition	2018	978013472576-5	650	151.47	NET	98,455.50
MyMathLab for School Stu 1yr - emailed	2007	978013296237-7	650	52.47	CONTRA	34,105.50
Calculus, Multivariable	2019	978013476679-9	50	109.99	NET	5,499.50

SHIPPING AND HANDLING CHARGES WILL BE PREPAID AND ADDED TO YOUR INVOICE.
 ALL CHARGES ARE FOB SHIPPING POINT. THERE WILL BE A 2% CHARGE FOR ALL
 ORDERS SHIPPING USING YOUR PREFERRED CARRIER AND/OR PICKED UP AT OUR

PROFORMA INVOICE

Hours of Operation 8:00 AM to 8:00 PM EST
 Contact Customer Support : support.savvas.com.
 Please note Savvas does not accept credit card information via mail or email

Please visit OASIS at oasis.savvas.com to print additional copies of this invoice.

To learn more about how Savvas Learning Company can help you move learning forward with next-generation learning solutions across all K-12 grade levels and disciplines, please visit savvas.com.



Savvas Learning Company LLC

15 East Midland Avenue
Suite 502
Paramus, NJ 07652
USA

BILL - TO
FORT WORTH INDEPENDENT SCHOOL
DIST
ACCOUNTS PAYABLE
100 N UNIVERSITY DR STE NW 140E
FORT WORTH TX 76107

Acct.# 2313448

QUOTATION # 7028352749
Internal Use Only: 7028352749 Purchase Order #: QUOTE Document Control #: 513291 # of Cartons: 0 FOB: Ship Via: Tax Certificate:
Invoice Date: 03/24/2023 Payment Due: 04/23/2023 Invoice Routing: 1C

SHIP - TO
MS. SHANNON HERNANDEZ FT WORTH INDEPENDENT SCHOOL DIST 100 N UNIVERSITY DR STE 219 SE FORT WORTH TX 76107
Acct.# 2313449

Title/Description	Copyright	ISBN13/Material#	Qty	Unit Price	Discount	Extended Price
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WAREHOUSE. PLEASE REFERENCE THE PROFORMA NUMBER FOR CORRECT PRICING.
THIS QUOTE IS VALID UNTIL 9/30/2023

Electronic Payment Instructions:

Account Name : Savvas Learning Company LLC
Account Number : 3752176289 **ACH ABA Routing** : 111000012
Currency : USD **Wire ABA Routing** : 026009593
Bank address : Bank of America **SWIFT Code** : BOFAUS3N
100 West 33rd Street
New York, NY 10001-2900

Please direct all remittance advices to Remittance@savvas.com

Make Checks Payable to:

Savvas Learning Company LLC
PO Box 409496
Atlanta, GA 30384-9496

PRODUCT CHARGE	138,060.50
SHIPPING/HANDLING	9,875.73
TOTAL	147,936.23
AMOUNT APPLIED	
AMOUNT DUE \$	147,936.23

PROFORMA INVOICE

<p align="center">Hours of Operation 8:00 AM to 8:00 PM EST Contact Customer Support : support.savvas.com. Please note Savvas does not accept credit card information via mail or email</p>
--

INSTRUCTIONS THIS ORDER:

All Returns must be authorized in advance by customer service. See reverse side for instructions.

All claims for adjustments must be made within 45 days of receipt of the shipment.

The terms and conditions and service information on the reverse side apply to and are incorporated in this invoice.

**ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023**

TOPIC: **APPROVE PURCHASE OF REPLACEMENT GREASE TRAPS AT ELEVEN CAMPUSES**

BACKGROUND:

On October 18, 2022, the District published Request for Proposal (RFP) #23-057 to identify vendor(s) to replace grease traps at 11 campuses. The replacement of the grease traps will bring the campuses up to the size requirements by the City’s Code Compliance. The size requirements are based on the operational use for each facility. The proposals of two (2) responding vendors were evaluated by a committee of Fort Worth ISD staff and both proposals met the needs of the District. Based on best pricing and a vendor’s experience with doing business with the Fort Worth ISD, vendors were awarded by campuses to ensure all campuses comply with City Code in a timely manner. The RFP period is from the date of award to June 30, 2024.

Due to the current nation-wide manufacturing and supply chain issues, a 15% allowance has been added to the proposal to cover the daily fluctuation in market values of large equipment and necessary engineering documents.

School	Final Vendor	Price \$
A.M. Pate ES	Facility Response Group	\$ 68,478.00
Christene C. Moss ES	ICON Diversified, LLC	\$ 128,782.00
W.P. McLean MS	ICON Diversified, LLC	\$ 155,681.00
Meadowbrook MS	ICON Diversified, LLC	\$ 134,643.00
Ridglea Hills ES	Facility Response Group	\$ 47,005.00
Riverside Applied Learning Center	ICON Diversified, LLC	\$ 134,758.00
W.J. Turner ES	ICON Diversified, LLC	\$ 136,421.00
Western Hills ES	Facility Response Group	\$ 75,268.00
Leonard MS	ICON Diversified, LLC	\$ 137,284.00
Worth Heights ES	Facility Response Group	\$ 71,519.00
Boulevard Heights	Facility Response Group	\$ 99,968.00
	Total	\$ 1,189,807.00
	15 % Contingency	\$ 178,471.05
	Grand Total	\$ 1,368,278.05

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Replacement Grease Traps at Eleven Campuses
2. Decline to Approve Purchase of Replacement Grease Traps at Eleven Campuses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Replacement Grease Traps at Eleven Campuses

FUNDING SOURCE:

Additional Details

CIP 2013

681-81-6299-B42-XXX-99-000-000000

COST:

\$1,368,278.05

VENDORS:

Facility Response Group
ICON Diversified, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP #23-057 Grease Trap Replacement

Bid/Proposal Statistics

Bid Number: 23-057

Number of Bid/Proposals received: 2

HUB Firms: 1

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. 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 Operations

RATIONALE:

Approving the replacement of grease traps will help bring campuses up to compliance code; therefore, providing a cleaner safer environment for students and staff.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
April 25, 2023

TOPIC: **APPROVE PURCHASE OF LAPTOPS FOR REMAINING
ELEMENTARY AND MIDDLE SCHOOLS**

BACKGROUND:

The Board approved laptops for teachers and high school students at the February 2022 board meeting. This Phase 2 request will complete the full device refresh for all District grade levels and students. This purchase will ensure that all students have a working device for the beginning of the 2023 - 2024 school year. District staff will bring a budget amendment to the May 23, 2023 Board Meeting to cover the purchase of devices.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Laptops for Remaining Elementary and Middle Schools
2. Decline to Approve Purchase of Laptops for Remaining Elementary and Middle Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Laptops for remaining Middle and Elementary Schools

FUNDING SOURCE: **Additional Details:**

TBD TBD

COST:

\$22,933,951.20

2023 - 2024 Funds:

Student Devices for Elementary School.....\$7,831,845

2022 - 2023 Funds:

Student Devices for Middle School.....\$15,102,106.20
District Funds.....\$10,702,106.20
ECF Funds.....\$4,400,400.00

VENDOR:

Apple Inc.

PURCHASING MECHANISM:

Cooperative Agreement

TX DIR Contract DIR-TSO-3789

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3789. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Middle and Elementary Schools

RATIONALE:

Approval of this request will allow for the purchase to complete the device refresh for all District schools. Purchase will ensure students have devices for the beginning of the school year 2023 - 2024.

INFORMATION SOURCE:

Marlon Shears

Apple Inc. Education Price Quote

Customer: ACCTS PAYABLE DEPT/STE NW 140-E **Apple Inc:** Minesh Patel
 FT WORTH INDEPENDENT SCHOOL One Apple Park Way
 DIST ACCTS PAYABLE DEPT/STE NW Cupertino, CA 95014
 140-E Phone: +1-214-2584401
 Phone: 817-814-3002 email: mp3@apple.com
 email: marlon.shears@fwisd.org

Apple Quote: 2211686993

Quote Date: Tuesday, April 11, 2023

Quote Valid Until: Friday, May 19, 2023

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Please reference State of TX DIR-TSO-3789 on your order

All items included on this quote must be ordered to achieve discount.

Offer cannot be combined with any other sales promotions or offers.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10-pack) Part Number MK2Y3LL/A	16,100	\$294.00	\$0.00	\$294.00	\$4,733,400.00
2	4-Year AppleCare+ for Schools – iPad (no service fees) Part Number S7832LL/A	16,100	\$79.00	\$9.00	\$70.00	\$1,127,000.00
3	Logitech Rugged Combo 3 Touch Case with Integrated Smart Connector Keyboard and Trackpad for 10.2-inch iPad (7th, 8th & 9th generation) – Blue Part Number HPN12ZM/A	16,100	\$92.00	\$17.00	\$75.00	\$1,207,500.00
4	Logitech Crayon (Education) for iPad Part Number HM6V2ZM/A	16,100	\$46.00	\$8.00	\$38.00	\$611,800.00
5	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 8GB, 256GB – Silver (Packaged in a 5-pack) Part Number MQU13LL/A	16,055	\$879.00	\$180.00	\$699.00	\$11,222,445.00

6	4-Year AppleCare+ for Schools – MacBook Air (no service fees) Part Number S8245LL/A	16,055	\$229.00	\$30.00	\$199.00	\$3,194,945.00
7	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Silver Part Number MGN93LL/A Configuration: <ul style="list-style-type: none"> 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine 065-C99M 8GB unified memory 065-C99Q 256GB SSD storage 065-C9CK Touch ID 065-C9CJ Two Thunderbolt / USB 4 ports 065-C9CH Force Touch trackpad 065-C9CL Retina display with True Tone 065-C171 None 065-C172 None 065-C9DH Backlit Magic Keyboard with Touch ID – US English 065-C9DL Accessory Kit 	3	\$899.00	\$200.00	\$699.00	\$2,097.00
8	4-Year AppleCare+ for Schools – MacBook Air (no service fees) Part Number S8245LL/A	3	\$229.00	\$30.00	\$199.00	\$597.00
9	Brenthaven 360 case for MacBook Air 13-in. (M1) – Special 5-pack Pricing (contains qty. 5 HPUR2VC/A) Part Number BTHG2LL/A Brenthaven 360 case for MacBook Air 13-in. (M1) Part Number: HPUR2VC/A Quantity: 14,060	2,812	\$224.75	\$67.40	\$31.47	\$442,468.20
10	APS PROJECT MGMT SVCS REMOTE – 4HR-USA Part Number D8534LL/A	12	\$855.00	\$256.50	\$598.50	\$7,182.00
11	APS PROJECT ENGINEERING SVCS FIXED-USA Part Number D7066LL/A	1	\$10,800.00	\$3,240.00	\$7,560.00	\$7,560.00
12	APS CUSTOM MAC DEPLOY OFFSITE SVCS-USA Part Number D6156LL/A	16,058	\$20.00	\$6.00	\$14.00	\$224,812.00
13	APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA Part Number D6160LL/A	16,100	\$13.50	\$4.05	\$9.45	\$152,145.00
14	AppleCare OS Support – Preferred (1 Year) Part Number D5690ZM/A	1	\$15,996.00	\$15,996.00	\$0.00	\$0.00

Extended EDU List Price Total \$27,226,987.00

Total Discount \$4,293,035.80

Extended Discounted Price Subtotal \$22,933,951.20

331
– Additional Tax \$0.00

- Estimated Tax

\$0.00

Extended Discounted Total Price*

\$22,933,951.20

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211686993. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, May 19, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 2269622
Opportunity ID: 18000008586779
<https://ecommerce.apple.com>
Fax:

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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 April 20, 2023, at 5:30 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**