

*Board of Education  
Regular Meeting  
March 28, 2023*



Fort Worth ISD Mission: *Preparing ALL Students for Success in College, Career, and Community Leadership.*

Fort Worth ISD Vision: *Igniting in Every Child a Passion for Learning.*

# Regular Meeting

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Notice is hereby given that on Tuesday, March 28, 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](mailto: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](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, March 27, 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. Donation of Backpacks from Topgolf Callaway Brands
  - C. 2023 All-State Musicians and Teachers
  - D. Boys and Girls Basketball Teams
  - E. I.M. Terrell Robotics Team Wins Third Place at State University Interscholastic League (UIL)

- F. Jump Start Read for the Record 2022 District of the Year
- G. University Interscholastic League (UIL) Student - Athlete Recognition

<b>4. BOARD COMMITTEE REPORT - Written Report Only (<i>OTHER</i>)</b>	<b>6</b>
<b>5. SUPERINTENDENT UPDATE REPORT - Written Report Only (<i>OTHER</i>)</b>	<b>11</b>
<b>6. CALL PUBLIC HEARING TO ORDER</b>	
A. Public Hearing to Discuss the Annual Report of the 2022 - 2023 Texas Academic Performance Report (TAPR)	
B. Public Comment to Discuss the Annual Report of the 2022 - 2023 Texas Academic Performance Report (TAPR)	
<b>7. CLOSE PUBLIC HEARING</b>	
<b>8. PUBLIC COMMENT (<i>S and T</i>)</b>	
<b>9. DISCUSSION OF CONSENT AGENDA ITEMS (<i>S and P</i>)</b>	
<b>10. CONSENT AGENDA ITEMS (<i>S and P</i>)</b>	
(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	13
1. February 14, 2023 - Special Minutes	15
2. February 28, 2023 - Regular Minutes	19
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Approve Amendment of Substitute Teacher Temporary Services	30
2. Approve Amendment for Qualification of Firms for the Provision of Legal Services	32
3. Approve Ratification of Emergency Purchase of Environmental Services at Lowery Road Elementary School	41
4. Approve Additional Purchases of Minor Roofing Repairs	44
5. Approve Additional Purchase of Certification Exam Licenses	46
6. Approve Purchase of Zoll 3 Automated External Defibrillators for Health Services	57

7. Approve Purchase of Technology Equipment for the Financial Services Department	60
8. Approve Purchase of Computers and Charging Carts for Students at the Leadership Academy at Forest Oak Middle School	66
9. Approve Purchase of Internet Service (E-Rate Eligible)	71
10. Approve Purchase of Audio-Visual Displays for the Westpark Relief School	73
11. Approve Purchase of Electronic Visual Displays for 7060 Camp Bowie Boulevard, Fort Worth, Texas	78
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	89
13. Approve Purchase of Library Books and Supplies for Westpark Relief Elementary School	93
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	95
15. Approve Purchase of Kindergarten - Grade 2 Spanish Literacy and Math Learning Success Kits for Summer Parent/Family Training Sessions	101
16. Approve Purchase of English and Spanish Family Reading Book Collections for Multilingual Family Literacy Events	105
17. Approve Purchase of Pre-Kindergarten/Kindergarten Learning Kits for Newly Enrolled Pre-Kindergarten/Kindergarten Students	110
18. Approve Purchase of the Arts Flex Curriculum Resource Renewal	114
19. Approve Purchase of Career and Technical Education Fleet Trucks	119
20. Approve Purchase of Career and Technical Education Fleet Suburbans	123
21. Approve Authorization to Purchase State Adopted Social Studies Instructional Materials	129
22. Approve Elevator and Wheelchair Lift Contracted Services	139
23. Approve Energy Savings Contract	141
24. Approve 2023 Advanced Placement Exam Fees	157
25. Approve Renewal of Local Area Network Firewall	160
26. Approve Renewal of the Educational Professional Services Agreement with Teach for America	163
27. Approve Renewal of Email Security Services	180

C. Approve Lease Agreement for Communications Tower Site at Arlington Heights High School	185
D. Approve Investment Advisory Agreement Between Fort Worth ISD and Public Trust Advisors	206
E. Approve First Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)	220
F. Approve Board Appointed Replacement to the District Advisory Committee	226
G. Approve Budget Amendment for the Period Ended February 28, 2023	228
H. Approve Budget Amendment for the Period Ended February 28, 2023 for Debt Service Fund	233

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

**12. EXECUTIVE SESSION (*S and T*)**

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

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

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

**15. ACTION ITEMS (*S and P*)**

- A. Item/Items Removed from Consent Agenda
- B. Personnel

**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	236
B. Approve Proposed Non-Renewal of Certain Term Contract Employees Pursuant of 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 Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code	
E. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code	
F. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program	240
G. Approve Purchase of Replacement of Rooftop Units at 22 Elementary Campuses	242
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	245
I. Approve Purchase of Fiber, Wide Area Network Equipment and Services (E-Rate Eligible)	247
J. Approve and Award Request for Proposal for Student Transportation Management System	249
K. Approve Election of Education Service Center Region 11 Board of Directors	251
L. Authorize Superintendent to Accept the Relinquishment of the Charter and to Mutually End the Contract with Phalen Leadership Academies	253
M. Consider the Level III Grievance of Barton Scott (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)	

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

**18. ADJOURN (*OTHER*)**

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 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

**Facilities Master Plan:**

The facilities committee met on Monday, March 6, 2023. President Jackson attended in person, and Dr. Rodriguez attended via zoom. Also, in attendance were Superintendent Dr. Angélica Ramsey, Deputy Superintendent Karen Molinar, Chief of Operations Dr. Joseph Coburn, Executive Director of Facility Services Mike Naughton, and Brian Johnson and Barry Brock of



Procedo. Trustees Anael Luebanos and Dr. Michael Ryan were both unexpectedly unable to attend, but were briefed on the content by Dr. Coburn later in the week.

The meeting began with a presentation by Dr. Coburn updating progress on projects related to the 2017 bond program, as well as progress on the ten (10) projects currently underway in the 2021 bond program. The 2017 bond program questions and conversation focused on best use of available funds from interest and earnings and administrative savings, as well as the two (2) largest remaining projects at South Hills High School and the Young Men's Leadership Academy, both of which are on time for completion by August 2023. The committee discussed and asked questions related to the logistics of opening the new elementary school being built to provide relief to the current Westpark Elementary, including naming of the school, moving of students and equipment, transportation services, and staffing.

The 2021 bond program conversation included how staff, students, campus principals, and the community will be able to provide input into design and how that input gets to architects and District staff. The emphasis for those projects continues to be additions and renovations that address safety and security, building efficiency and long-term maintenance, and the rightsizing of instructional spaces to maximize learning opportunities. Questions were asked about how the District maintains cost certainty through the Construction Manager At-Risk procurement method in an era of dynamic costs in the construction world, as well as how the District will share that information with the public via the Citizens' Oversight Committee.

The meeting closed with a brief conversation around the standing agenda item of how the District examines and considers needs related to property.

**Racial Equity:**

The racial equity committee met on March 9, 2023. 1<sup>st</sup> Vice President Quinton Phillips, 2<sup>nd</sup> Vice President Roxanne Martinez, and Trustee Wallace Bridges were in attendance. Dr. Ramsey, Ms. Molinar, Dr. Coburn, and Dr. Washington were also in attendance. There was representation from the community and each branch of the FWISD organization.

The committee reviewed and agreed to its work being focused on reviewing and recommending policy and practice changes to ensure equitable outcomes in gifted and talented identification and services, advanced academic courses, gold seal/schools of choice, career, college, military readiness, and increasing male teachers of color.

There was discussion and agreement on direction.

Staff from the District will act as technical assistance to the Board committee and any subcommittees. Members will be surveyed to be provided with their first and second choices of

subcommittees. Baseline data will be provided at subcommittee level to create actionable goals with timelines.

A review of the areas of focus and outcomes will take place annually. A report of the work and recommendations will be presented to the entire Board at least on an annual basis.

**Finance:**

The Board Finance Committee convened at 11:30 a.m. on March 20, 2023, via Zoom. Trustees Tobi Jackson, Roxanne Martinez, CJ Evans and Anael Luebanos as well as Dr. Angelica Ramsey attended the meeting. Division of Business and Finance Staff attending were Chief Carmen-Arrieta Candelaria, Maria Chavez, Patricia Young, Tonya Wright, Robert Linnstaedt, and Margie McBain.

Chief Financial Officer (CFO) Arrieta-Candelaria provided the committee with a 2023 - 2024 budget update which included the key assumptions currently under consideration when building the 2023-2024 budget. They included: the uncertainty of the 88<sup>th</sup> Legislature; Balanced budget progress; Salary increases; Teacher Retirement System (TRS) increases; textbook adoption costs; and potential early learning initiatives. Committee members were updated on the balanced budget progress and advised that a balanced budget might take up to two (2) years to achieve.

The committee was provided with information regarding enrollment changes. The Fall 2022 - 2023 Snapshot enrollment is 72,783, and the 2023 - 2024 Projected Enrollment is 70,604, which is a 2,179 student decline. Based on a \$6,160 Basic Allotment per student, this is approximately \$12M reduction in revenue not including additional revenue based on makeup of student.

The committee was also provided the 2023 - 2024 Budget Process Objectives which included the budget development for campuses and alignment to the staffing guidelines. The Budget Department has been busy meeting with Departments and Chiefs to provide an overview of the budget process. The Department has provided an updated budget planning tool, which includes an Academic Return on Investment (AROI) tool and a strategic abandonment tool to assist departments with their decision-making as they go through the specific budget process. All Divisions budgets are due March 29, 2023.

The committee was provided an overview of General Fund Revenues from 2020 - 2021 Actual to the 2023 - 2024 preliminary estimate. Preliminary estimates for 2023 - 2024 budget reflect a \$36,417,052 loss in revenue based on a comparison to the 2022 - 2023 year-end projection. This is a 4.44% reduction in revenue. Included in the projection for 2023 - 2024 is interest revenue of \$10 million, which is a significant increase in this category and helps to offset the loss in revenues due to the enrollment loss.

The committee heard that TRS benefits rate may be increasing for 2023 - 2024. Currently, the District contributes \$287 per employee per month, with a total monthly contribution of \$1,847,993 and an annual total contribution of over \$22 million. The committee was presented the rates for

the various plans under the TRS program as well as the cost of a potential 10% and 20% increase to the rate which, if borne 100% by the District, would cost the District approximately \$2.2 million and \$4.4 million respectively. Trustee Luebanos expressed his concern about the cost of health care for employees and their families and noted that there are employees and teachers working extra jobs, due to the expensive premiums from TRS. Trustee Jackson also expressed concern with TRS and suggested the District look into exploring other options for insurance. CFO Arrieta-Candelaria indicated that this is something that she will be exploring within the next (2) two years.

The committee heard an update on the legislative items that may affect the District from a financial perspective. The committee was provided information regarding the key bills staff is monitoring. Committee members were provided with information on monthly financials for the month ended December 31, 2022. Committee members were also provided with information on General Fund, Food Services Fund, and the Debt Service Fund.

Committee members were also provided information on the three (3) items from the Division of Business and Finance that will be on the March 28<sup>th</sup> board agenda. A budget amendment was presented for the period ended February 28, 2023 for both the General Fund and the Debt Service Fund. An Investment Advisory Agreement with Public Trust Advisors to establish a Single Participant Pool for District's investments was also presented. The last item is to purchase laptops for the Financial Services Department as part of the transition to the new CAB.

The next Board Finance Committee meeting is scheduled to be held virtually on April 17, 2023, via Zoom.

### **INFORMATION SOURCES:**

Angélica M. Ramsey  
Joseph Coburn  
Cherie Washington  
Carmen Arrieta-Candelaria

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**        **SUPERINTENDENT UPDATE**

**BACKGROUND:**

We have added this report in order to add a level of transparency, as well as to share additional information in a Lone Star Governance friendly format.

**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 and Customer-Centered

**District/Community Events**

Since the last Board meeting, I have attended and presented at events across the city. A specific highlight for me was visiting elementary campuses who hosted career exploration fairs with industry and community partners. In honor of Women's History Month, I had the honor of speaking at Fort Worth ISD's (FWISD) inaugural International Women's Day Celebration in front of young ladies from five (5) of our campuses.

I continue to make weekly visits to our schools twice a week. When on site, I visit classrooms and speak with staff and students. These visits have been invaluable as I continue to learn the culture and context of FWISD.

I would like to highlight the work of our staff who has coordinated the Unified Sports program. I had the pleasure of attending a unified basketball game at Southwest High School to see the spirit of collegiality, exceptional sportsmanship, and the values of inclusivity honored in FWISD.

**Entry Plan Update**

We are close to completing the internal stakeholder engagement process. I have met with support staff and teachers from every pyramid and most District-wide groups, including transportation and custodial. The last meetings will take place the first week of April. At that time, a third party will analyze the data collected from both internal and external stakeholder meetings to provide FWISD with an inclusive Strengths, Weakness, Opportunities, and Threats (SWOT) analysis. This is the first step in a collaborative and inclusive strategic planning process.

### **Advisories and Superintendent Parent Teacher Association (PTA) Council Roundtable**

In order to provide authentic stakeholder engagement, we created five (5) new superintendent advisories. The purpose of these advisories is to have a two (2) way communication with FWISD stakeholders. The Cabinet and I will meet with the following groups from the last Board meeting to share information and seek input from support staff, teachers, parents, community/business, and students. Another avenue for two (2) way communication is the new Superintendent PTA Council Roundtable where the Cabinet and I make ourselves available to the PTA Council once a month to answer questions and solicit input and advice.

### **Community Boards and Involvement**

In order to become a member of our community, I have joined several nonprofit Boards in our city. Since our last Board meeting, I have attended a retreat and onboarding for the Boy Scouts of America Longhorn Council and a Board meeting for Junior Achievement Chisholm Trail. I have also joined the United Way's steering committee on youth gun violence prevention.

### **INFORMATION SOURCE:**

Angélica M. Ramsey, Ed.D.

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

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

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

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board of Education Meeting Minutes

**FUNDING SOURCE**

**Additional Details**

No Cost

Not Applicable

**COST:**

None

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not Applicable*

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

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

**INFORMATION SOURCE:**

Karen Molinar

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on February 14, 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 February 14, 2023, that the Board of Education of the Fort Worth Independent School District held a Special Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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



This notice was posted and filed in compliance with the Open Meetings Law on February 9, 2023, at 5:45 p.m.

/s/ Christian Alvarado  
Coordinator Board  
of Education

RETURN OF THE MEETING FEBRUARY 14, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on February 9, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on February 9, 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 (Arrived at 5:58 p.m., during Executive Session.)
- 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 (Via Zoom)
- 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 SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER).

President Jackson called the special meeting<sup>16</sup> to order at 5:30 p.m.

2. PUBLIC COMMENT (S and T)

Speakers:

Hailey Sinclair

3. REPORT/PRESENTATION (V and G)

A. Intruder Detection Audit Findings

Deputy Superintendent, Karen Molinar, and Director of Law Enforcement, Cid Meadows, gave the *Intruder Detection Audit Findings* report.

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

The special meeting was recessed to move into Executive Session at 5:45 p.m.

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

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

1. Pending Litigation and Settlement Offer - Davis v. Ft. Worth ISD (Texas Government Code §551.071(1) and (2))

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

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

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

The special meeting was reconvened at 7:05 p.m.

7. ACTION AGENDA ITEMS (S and P)


A. Consider and Take Possible Action<sup>17</sup> Regarding Settlement of Davis v. Ft. Worth Independent School District

Board Counsel, Benjamin Castillo, made the following recommendation: It is the Advice of Counsel and the District's Legal Department that the Board Accepts the Recommendation as Discussed in Closed Session.

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve the recommendation it is the advice of Counsel and the District's Legal Department that the Board Accept the Recommendation as Discussed in Closed Session.

The motion was unanimously approved.

B. Approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars

 2023 - 2024 School Year Calendars

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve 2023 - 2024 Traditional, Intersessional, and Early College High School Calendars.

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

The motion was unanimously approved.

C. Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures

 Wage Continuation

Motion was made by Anne Darr, seconded by CJ Evans, to approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures.

The motion was unanimously approved.

8. ADJOURN (OTHER)

The special meeting was adjourned at 7:08 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

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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 February 23, 2023, at 7:20 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING FEBRUARY 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 February 23, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on February 23, 2023.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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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:

- Anglica Ramsey, Superintendent of Schools
- Deputy Superintendent, Karen Molinar
- 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
- Raul Pena, Chief Talent Officer
- Joseph Coburn, Chief of Operations
- Marlon Shears, Chief Information Officer
- Cynthia Rincon, 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 5:30 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 greeting and performing prior to the meeting commencing.

B. The Fort Worth ISD Teaching Chairs of Excellence

Director of Creative Communications, John Cope, recognized the *Fort Worth ISD Teaching Chairs of Excellence* teachers.

C. Arlington Heights High School and Paschal High School University Interscholastic League (UIL) Cheer Competition

Claudia Garibay gave the *Arlington Heights High School and Paschal High School University Interscholastic League (UIL) Cheer Competition* recognition.

D. National School Counseling Week 2023, "School Counseling: Helping Students Dream Big"

John Cope gave the *National School Counseling Week 2023, "School Counseling: Helping Students Dream Big"* recognition.

E. Black History Month

Claudia Garibay gave the *Black History Month* recognition.

President Jackson called for a recess at 5:47 p.m. before transitioning to the *Goal 1: Early Learning Progress Update* report.

President Jackson reconvened the meeting at 6:00 p.m. and transitioned to the *Goal 1: Early Learning Progress Update* report.

4. LONE STAR GOVERNANCE

A. Goal 1: Early Learning Progress Update (V and G)

Chief of Innovation, David Saenz, Chief of Schools, Jerry Moore, Chief Academic Officer, Marcey Sorensen, and Associate Superintendent of Accountability and Data Quality, Sara Arispe, updated the Board on *Goal 1: Early Learning Progress Update* report.

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

6. SUPERINTENDENT UPDATE REPORT <sup>21</sup>Written Report Only (OTHER)

7. REPORT/PRESENTATION (OTHER)

A. Elementary and Secondary Emergency Relief (ESSER) III and Safe Return to In-Person Instruction and Continuity of Services Review

Deputy Superintendent, Karen Molinar, Chief Financial Officer, Carmen Arrieta-Candelaria, and Senior Officer of Grants and Development, Mirgitt Crespo, gave the *Elementary and Secondary Emergency Relief (ESSER) III and Safe Return to In-Person Instruction and Continuity of Services Review* report.

8. PUBLIC COMMENT (S and T)

Speakers:

Ernie Moran  
Amy Ramsey  
Trenace Dorsey-Hollins  
Hailey Sinclair  
Christi Beck  
Jenna Hill  
Wanda McKinney  
Josh Yoder  
Hollie Plemons  
Valeria Nevarez  
Amie Super

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

No discussion.


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. January 10, 2023 - Special Minutes
2. January 24, 2023 - Regular Minutes

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

1. Approve Amendment of Literacy Professional Development for High Quality Instructional Material Early Implementers

 Amendment - Instructional Material

2. Approve Purchasing Mechanism for Continued Purchases of Minor Playground Equipment, Repairs, Parts, and Installation Services

 Purchasing Mechanism


3. Approve Payment of Program Licensing and Network Security Fees for Science, Technology, Engineering, and Mathematics Program

 Payment of Program Licensing


4. Approve Additional Purchases of Environmental Services

 Environmental Services

5. Approve Additional Purchases of Minor Fencing Repairs and Installation

 Fencing Repairs and Installation


6. Approve Authorization to Purchase Instructional Materials Supporting Disciplinary Literacy Instruction in Social Studies

 Instructional Materials


7. Approve Purchase of Fleet Vehicles

 Fleet Vehicles


8. Approve Purchase of Art Equipment

 Art Equipment

9. Approve Purchase of School Supplies for Students and Staff Enrolled in Summer School 2023

 Summer School Supplies











10. Approve Purchase of Fort Worth Museum of Science and History Discovery Lab on Wheels Program for Summer School

 Fort Worth Museum of Science and History

11. Approve Purchase of Texas Success Initiative Assessment 2.0 Testing Units for All High School Campuses


 TSIA2.0




12. Approve Purchase of Sound Equipment for the Elementary Music and Secondary Vocal Programs  
 Sound Equipment
13. Approve Purchase of Software Licenses for Specialized Classrooms  
 Software Licenses
14. Approve Purchase of Web-Based Programs to Support Special Education Students' Social-Emotional Learning and Academics  
 Web-Based Programs
15. Approve Mobile Air Conditioning Repair Service for Yellow Fleet  
 Yellow Fleet
16. Approve Replacement of Stadium Lighting at Scarborough-Handley Field  
 Stadium Lighting
17. Approve Roof Replacement on Mechanical Building at Paschal High School  
 Roof Replacement
18. Approve Annual Renewal of Maintenance and Support Services for the Student Information System  
 Student Information System
19. Approve Renewal of Technology Endpoint Audit and Compliance Remediation Software  
 Endpoint Audit
20. Approve Contract Renewal of Armored Car Services  
 Armored Car Services
21. Approve Interlocal Agreement Between Fort Worth Independent School District and the University of North Texas at Dallas for the Professional Development of District Principals  
 University of North Texas at Dallas

- C. Approve Memorandum of Understanding Between Fort Worth Independent School


District and Fort Worth Chamber of Commerce to Engage Students in Preparing for Opportunities in High-Demand Occupations

 Fort Worth Chamber of Commerce

- D. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of Texas at Austin

 University of Texas at Austin


- E. Approve Lease Agreement with the City of Fort Worth for the Police Department Office Located at 5701 Shelton Street

 Lease Agreement with the Police Department

- F. Approve Resolution Adopting Early Voting Times, Dates and Locations, and Election Day Polling Locations for the May 6, 2023 General Election

 Polling Locations

- G. Approve Superintendent, or Designee, to enter into a Contract for the Lease of Vending Equipment and the Purchase of Water Dispensing Machines to be Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

 Water Dispensing Machines and Vending Equipment


- H. Approve First Amendment to the Memorandum of Understanding for the Transfer of Certain Trust Account Funds Between Fort Worth Independent School District and the Paschal Enrichment Foundation

 Transfer of Certain Trust Account

- I. Approve Quarterly Investment Report for the Period: October 1, 2022 - December 31, 2022

 Quarterley Investment

- J. Approve Second Reading-Revisions to Policies CDA(LOCAL), CQC(LOCAL), EHBB(LOCAL), EI(LOCAL), FFAA(LOCAL), and GBAA(LOCAL)

 Second Reading - Revisions Board Policies

- K. Approve Goal Progress Measure Report from the February 28, 2023 Board Meeting

 Goal Progress Measures Report

- L. Approve Budget Amendment for the Period Ended January 31, 2023

 Budget Amendment

- M. Approve Closeout Contract with Hester Environmental, LP dba TEAM Enterprise for Job #010-212 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Pascal HAZMAT JOC Closeout

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

The meeting was recessed to move into Executive Session at 8:49 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)
- 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 10:10 p.m.

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

Motion was made by Anne Darr, seconded by Michael Ryan, to approve and Accept Consent Agenda.

The motion was unanimously approved.

- 15. ACTION ITEMS (S and P).

- A. Item/Items Removed from Consent Agenda

No item(s) were removed from Consent Agenda.

B. Personnel

No action was taken on this item.

16. ACTION AGENDA ITEMS (S and P)

A. 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.

B. 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.


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

No action was taken on this action agenda item.

E. Approve Purchase of Activity Buses

 Activity Buses

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Purchase of Activity Buses.

Before action was taken, Anne Darr made a comment.

The motion was unanimously approved.

F. Approve Purchase of TI Nspire CX II Graphing Handhelds with Docking/Charging Station

 Handheld Calculators

Motion was made by Michael Ryan, seconded by Quinton Phillips, to approve Purchase of TI Nspire CX II Graphing Handhelds with Docking/Charging Station.

Before action was taken, CJ Evans made a comment.

The motion was unanimously approved.

G. Approve Order Declaring Unopposed Candidate Elected to Single Member District Six

Unopposed Candidate

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Order Declaring Unopposed Candidate Elected to Single Member District Six.

Before action was taken, Anne Darr mentioned she will be abstaining from voting on this action agenda item.

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

**Abstain:** Anne Darr

The motion was unanimously approved.

H. Approve Adoption of the Incident Command System / National Incident Management System

Incident Command System

Motion was made by Michael Ryan, seconded by Anael Luebanos, to approve Adoption of the Incident Command System / National Incident Management System.

The motion was unanimously approved.

I. Consider the Level III Grievance Hearing of David Almaguer and Lawrence Casados (Convene in Closed Session, if Necessary)

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

The grievance was not held.

J. Consider the Level III Grievance Hearing 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<sup>28</sup>

4. Board Deliberation

5. Render Decision, if any, on the Complaint Hearing (In Open Session)

The grievance was not held.

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 10:24 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>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**       **APPROVE AMENDMENT OF SUBSTITUTE TEACHER TEMPORARY SERVICES**

**BACKGROUND:**

There is a nationwide shortage of substitutes, leaving campuses struggling to cover typical daily absences as well as those associated with the COVID-19 Pandemic. Fort Worth Independent School District has not been immune to this phenomenon and is experiencing challenges with unfilled jobs throughout the recent school years. This was particularly amplified during the Omicron surge, resulting in staff members from all departments being deployed to campuses as a stopgap measure.

Elementary and Secondary School Emergency Relief (ESSER) funds were allocated to school districts and may be utilized to stabilize the educator workforce, supporting the conditions that allow schools to return to in-person instruction. This includes using funds to address shortages exacerbated by the pandemic. By utilizing ESSER funds to partner with a contracted substitute support provider, the District will increase the access to a vetted substitute pool to support high-needs campuses. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Amendment of Substitute Teacher Temporary Services
2. Decline to Approve Amendment of Substitute Teacher Temporary Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Amendment of Substitute Teacher Temporary Services

**FUNDING SOURCES:**       **Additional Details**

ESSER Fund	282-11-6299-001-XXX-24-950-000105-22F32
ESSER Fund	282-11-6299-PLA-059-24-950-000000-22F32

**COST:**

Not-to-Exceed - \$249,000

**VENDOR:**

Swing Education

**PURCHASING MECHANISM:**

**Competitive Solicitation**

RFP Number: 23-068

Number of Bids/Proposals Received: 6

HUB Firms: 1

Compliant Bids: 6

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

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

All Schools

**RATIONALE:**

By partnering with a contracted substitute support provider, the District will increase the access to a vetted substitute pool to support high-need campuses. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

**INFORMATION SOURCE:**

Raúl Peña



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:       APPROVE AMENDMENT FOR QUALIFICATION OF FIRMS FOR THE PROVISION OF LEGAL SERVICES**

**BACKGROUND:**

This request is to facilitate Legal Services from knowledgeable and expert area attorneys in immigration law. Specifically, the Fort Worth ISD along with neighboring districts and employers have faced challenges in locating top teacher talent in hard to fill teaching vacancies. In 2022, the District made the decision to allow foreign nationals to be hired under a provisional visa. The Legal Services sought are to provide guidance and to act on the District’s behalf with the Department of Labor. The District seeks to enter into service contract(s) with highly qualified legal firms to provide legal services on an as-needed basis from the date of award through May 24, 2023, with annual renewals not-to-exceed four (4) additional consecutive years.

Actual selection and award of a contract will be based on: (1) hourly rates; (2) reputation of the firm in school law and the legal community in general; (3) quality of legal services; (4) the extent to which the legal services meet the District’s specific needs; (5) the firm’s past relationship with the District; (6) impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; and (7) total long-term cost to the District to acquire the firm’s legal services.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Amendment of Qualification of Firms for the Provision of Legal Services
2. Decline to Approve Amendment of Qualification of Firms for the Provision of Legal Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCES:       *Additional Details***

General Fund	199-41-6211-001-750-99-298-000000
ESSER Fund	282-41-6299H1B-999-24-950-000105-22F32

**COSTS:**

General Fund - \$1,200,000  
ESSER Fund – Not-to-Exceed - \$249,000

**VENDORS:**

<p>Abernathy, Roeder, Boyd &amp; Hullett          Bracewell LLP          Brackett &amp; Ellis, PC          Cantey Hanger LLP          Clark Hill          Escamilla &amp; Poneck, LLP          Fanning, Harper, Martinson, Brandt &amp; Kutchin, PC          Greenberg Traurig Jones Walker LLP Karczewski,          Bradshaw, Spaulding, LLP          Kelly, Hart &amp; Hallman, LLP          Leasor Crass, PC          Leon Alcala PLLC          Norton, Rose, Fulbright US LLP</p>	<p>McCall, Parkhurst &amp; Horton LLP          O’Hanlon, Demerath &amp; Castillo          Orrick, Herrington &amp; Sutcliffe, LLP          Ray &amp; Wood          Rogers, Morris &amp; Grover. LLP          Salas Law          Thompson &amp; Horton, LLP          Underwood Law Firm, PC          Watson, Caraway, Midkiff &amp; Luningham, LLP          Walsh, Gallegos, Trevino, Russo &amp; Kyle, PC          West &amp; Associates, LLP</p>
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**PURCHASING MECHANISM:**

**Competitive Solicitation**

Bid Number: 22-126  
Number of Bid/Proposal Received: 29  
HUB Firms: 4  
Compliant Bids: 25

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

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

Office of Legal Services  
Division of Talent Management

**RATIONALE:**

Approval will assist top teacher talent in hard to fill teacher vacancies to be filled by a foreign national as deemed necessary by the District. Legal firms are needed to provide legal services on

an as-needed basis for legal matters related to: business and commercial Law, bond counsel, construction law, elections, employment law, e-rate, facility use/naming rights, general litigation, hearing officers, immigration law, intellectual property, investigations, personnel administration and benefits, policy, public information requests, public-private partnerships, real estate, small claims litigation; special counsel to the Board; special education/section 504, trainings, wills and estates, zoning, planning, and land use, and other legal services that may be required.

**INFORMATION SOURCE:**

Cynthia Rincón  
Raúl Peña

Practice Area	Business and Commercial Law	Bond Counsel	Construction Law	Elections	Employment Law	E-Rate Counsel
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	X	X
Bracewell LLP		X				
Brackett & Ellis, PC	X		X		X	X
Cantey Hanger LLP	X		X		X	
Clark Hill			X		X	
Escamilla & Poneck, LLP		X	X	X	X	
Fanning Harper Martinson Brandt & Kutchin, PC					X	
Greenberg Traurig	X	X	X	X	X	
Jones Walker LLP		X	X	X	X	
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X	X	X	X
Kelly Hart & Hallman LLP		X		X		
Leasor Crass PC	X		X	X	X	X
Leon Alcala, PLLC	X		X	X	X	
McCall, Parkhurst & Horton L.L.P.		X				
Norton Rose Fulbright US LLP		X				
O'Hanlon Demerath & Castillo	X		X	X	X	
Orrick, Herrington & Sutcliffe LLP	X	X			X	
Ray & Wood						
Rogers, Morris & Grover, L.L.P.	X		X	X	X	X
Salas Law						
Thompson & Horton LLP	X		X	X	X	
Underwood Law Firm (Underwood Law Firm, P.C.)	X		X	X	X	X
Walsh Gallegos Treviño Russo & Kyle P.C.	X		X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.						
West & Associates, LLP	X	X			X	

Practice Area	Facility Use Naming Rights	General Litigation	Governmental Relations	Hearing Officers	Immigration Law
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC	X	X		X	
Cantey Hanger LLP	X	X			X
Clark Hill					
Escamilla & Poneck, LLP		X	X	X	X
Fanning Harper Martinson Brandt & Kutchin, PC		X			
Greenberg Traurig	X	X	X		X
Jones Walker LLP		X	X		
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X	X	
Kelly Hart & Hallman LLP		X	X		
Leasor Crass PC	X	X	X	X	
Leon Alcala, PLLC		X		X	
McCall, Parkhurst & Horton L.L.P.	X				
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo		X		X	X
Orrick, Herrington & Sutcliffe LLP	X		X		X
Ray & Wood					
Rogers, Morris & Grover, L.L.P.	X	X		X	
Salas Law					X
Thompson & Horton LLP	X	X	X		
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X			X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.					
West & Associates, LLP		X		X	

Practice Area	Insurance Litigation	Intellectual Property	Investigations	Legislative	Oil, Gas, Mineral Natural Resource Law
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X	X	X	
Bracewell LLP					
Brackett & Ellis, PC	X	X	X		X
Cantey Hanger LLP		X	X		
Clark Hill			X		
Escamilla & Poneck, LLP	X		X	X	
Fanning Harper Martinson Brandt & Kutchin, PC	X		X		
Greenberg Traurig	X	X	X	X	X
Jones Walker LLP		X	X		X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X	X		
Kelly Hart & Hallman LLP					X
Leasor Crass PC	X	X	X	X	
Leon Alcala, PLLC	X	X	X		
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo	X	X	X		
Orrick, Herrington & Sutcliffe LLP	X	X	X	X	
Ray & Wood					
Rogers, Morris & Grover, L.L.P.		X	X		
Salas Law					
Thompson & Horton LLP	X	X	X	X	
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X	X		
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X		
Watson, Caraway, Midkiff & Luningham, L.L.P.					
West & Associates, LLP			X		

<b>Practice Area</b>	<b>Personnel Administration and Benefits</b>	<b>Policy</b>	<b>Property Tax Protests</b>	<b>Public Information Requests</b>
Abernathy Roeder Boyd & Hullett (Abernathy)	X	X		X
Bracewell LLP				
Brackett & Ellis, PC	X	X	X	X
Cantey Hanger LLP	X			X
Clark Hill	X	X		X
Escamilla & Poneck, LLP	X	X		X
Fanning Harper Martinson Brandt & Kutchin, PC				X
Greenberg Traurig	X			X
Jones Walker LLP		X		X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)	X	X		X
Kelly Hart & Hallman LLP				X
Leasor Crass PC	X	X		X
Leon Alcala, PLLC	X	X		X
McCall, Parkhurst & Horton L.L.P.				
Norton Rose Fulbright US LLP				
O'Hanlon Demerath & Castillo	X	X		X
Orrick, Herrington & Sutcliffe LLP		X		
Ray & Wood				
Rogers, Morris & Grover, L.L.P.	X	X		X
Salas Law				
Thompson & Horton LLP	X	X		X
Underwood Law Firm (Underwood Law Firm, P.C.)	X	X		X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X
Watson, Caraway, Midkiff & Lunningham, L.L.P.				
West & Associates, LLP	X	X		

Practice Area	Public-Private Relationships	Real Estate	Small Claims Litigation	Special Counsel to the Board	Special Education Section 504
Abernathy Roeder Boyd & Hullett (Abernathy)		X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC		X	X	X	X
Cantey Hanger LLP		X		X	
Clark Hill		X		X	
Escamilla & Poneck, LLP		X		X	X
Fanning Harper Martinson Brandt & Kutchin, PC				X	X
Greenberg Traurig	X	X		X	
Jones Walker LLP	X	X			
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)		X		X	X
Kelly Hart & Hallman LLP		X			
Leasor Crass PC		X	X	X	X
Leon Alcala, PLLC		X	X	X	X
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo		X	X	X	X
Orrick, Herrington & Sutcliffe LLP	X	X			
Ray & Wood					
Rogers, Morris & Grover, L.L.P.		X	X	X	X
Salas Law					
Thompson & Horton LLP	X	X	X	X	X
Underwood Law Firm (Underwood Law Firm, P.C.)		X	X	X	X
Walsh Gallegos Treviño Russo & Kyle P.C.	X	X	X	X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.			X		
West & Associates, LLP		X	X	X	



Practice Area	Tax Revenue Recapture	Trainings	Wills and Estates	Workers Compensation	Zoning, Planning and Land Use
Abernathy Roeder Boyd & Hullett (Abernathy)		X	X	X	X
Bracewell LLP					
Brackett & Ellis, PC		X	X	X	X
Cantey Hanger LLP					
Clark Hill		x			
Escamilla & Poneck, LLP		X		X	
Fanning Harper Martinson Brandt & Kutchin, PC		X			
Greenberg Traurig	X	X			
Jones Walker LLP				X	X
Karczewski Bradshaw Spalding (Karczewski Bradshaw LLP)		X			X
Kelly Hart & Hallman LLP					X
Leasor Crass PC		X		X	X
Leon Alcala, PLLC		X			
McCall, Parkhurst & Horton L.L.P.					
Norton Rose Fulbright US LLP					
O'Hanlon Demerath & Castillo	X	X		X	X
Orrick, Herrington & Sutcliffe LLP		X			
Ray & Wood	X				
Rogers, Morris & Grover, L.L.P.		X			X
Salas Law					
Thompson & Horton LLP		X			X
Underwood Law Firm (Underwood Law Firm, P.C.)		X	X		X
Walsh Gallegos Treviño Russo & Kyle P.C.		X		X	X
Watson, Caraway, Midkiff & Luningham, L.L.P.				X	
West & Associates, LLP		X			

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE RATIFICATION OF EMERGENCY PURCHASE OF ENVIRONMENTAL SERVICES AT LOWERY ROAD ELEMENTARY SCHOOL**

**BACKGROUND:**

The freeze on December 22, 2022, caused the fire suppression line at Lowery Road Elementary School to rupture and flood several classrooms. The vendor provided restoration services that included extracting water, flood-cutting sheetrock, removing lockers, pulling carpet, and placing dehumidifiers and fans in flooded areas.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification of Emergency Purchase of Environmental Services at Lowery Road Elementary School
2. Decline to Approve Ratification of Emergency Purchase of Environmental Services at Lowery Road Elementary School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

General Fund                               199-51-6299-001-219-99-451-000000

**COST:**

\$72,757.04

**VENDOR:**

Mooring USA

**PURCHASING MECHANISM:**

**Cooperative Agreement**

*BuyBoard Contract #672-22*

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

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

Lowery Road Elementary School  
District Operations

**RATIONALE:**

Urgent environmental services were needed to ensure a safe environment for students at Lowery Road Elementary School.

**INFORMATION SOURCE:**

Joseph Coburn



# Purchase Order

Fiscal Year 2023

Page: 1 of: 1

VENDOR COPY

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82314996 - 00**

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

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

V  
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MOORING USA  
20080 HWY 360 STE 400  
GRAND PRAIRIE, TX 75050  
Email: [mkunz@mooringusa.com](mailto:mkunz@mooringusa.com)

219  
LOWERY ROAD ES  
7600 LOWERY ROAD  
FORT WORTH, TX 76120  
Email: [ANA.SOLIS2@FWISD.ORG](mailto:ANA.SOLIS2@FWISD.ORG)  
Phone: 817-815-4700  
Fax: 817-815-4750

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
888-293-9953				12323103		STEWART BROWN 817-929-6999	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
01/30/2023	5460	01/26/2023				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Kelley Lewis				<a href="mailto:kelley.lewis@fwisd.org">kelley.lewis@fwisd.org</a>			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	FLOODING RESTORATION DUE TO FIRE SUPPRESSION LINES RUPTURING DURING THE FREEZE ON DECEMBER 22, 2022  BUYBOARD CONTRACT 675-22 GENERAL DISASTER RECOVERY AND RESTORATION SERVICES EXP. 9/30/2025	1.0	EACH	\$72,757.04	\$72,757.04

<b>Purchase Order Total</b>	<b>\$72,757.04</b>
-----------------------------	--------------------

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

By: *Kelley Lewis*  
Authorized Signature

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE ADDITIONAL PURCHASES OF MINOR ROOFING REPAIRS**

**BACKGROUND:**

On October 25, 2022, the Board approved District Operations to utilize vendors, awarded through purchasing cooperatives, to purchase roof repairs, many of which are urgent, as needed across the District. The Department requested a not-to-exceed amount of \$556,000 based on previous year's spending. District Operations is now presenting an additional request for additional funds of \$140,000. The recent storms and freezing weather events caused an increase in spending and high demand for repairs. In addition to the funding request, District Operations is requesting the approval of two (2) additional vendors to meet the needs of campuses in a more timely fashion.

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 brought separately for Board approval.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Purchases of Minor Roofing Repairs
2. Decline to Approve Additional Purchases of Minor Roofing Repairs
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Additional Purchases of Minor Roofing Repairs

**FUNDING SOURCE:        *Additional Details:***

Various Funds

Department and Campus Budgets as Determined

**COST:**

\$140,000 Additional, Not-to-Exceed- \$696,000 (*\$556,000 Approved on October 25, 2022.*)

**VENDORS:**

Castro Roofing of Texas – TIPS Contract: #21060301, #21060302, #200201, #22050101, #22050102.

DK Haney Roofing Inc – TIPS Contract: #21060301, # 21060302, #200201

Tri Lam Roofing and Waterproofing Inc: TIPS Contract: #21060301, #21060302

**PURCHASING MECHANISM:**

**Cooperative Agreement**

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

District Operations  
All Schools and Facilities

**RATIONALE:**

Approving the additional not-to-exceed amount for minor roofing repairs will ensure that District Operations quickly responds to necessary, and oftentimes, emergent repair needs for the rest of the 2022 – 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:        **APPROVE ADDITIONAL PURCHASE OF ADDITIONAL  
CERTIFICATION EXAM LICENSES****

**BACKGROUND:**

The Career and Technical Education (CTE) Department provides over fifty certification exams to students in over thirty distinct programs of study. The Fort Worth ISD School Board originally approved the purchase of certification exam licenses at the September 27, 2022 school Board meeting. Due to higher final enrollment numbers, the CTE Department is purchasing additional certification exam licenses. Funds will be used to purchase the certification materials for program areas.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Additional Certification Exam Licenses
2. Decline to Approve Purchase of Additional Certification Exam Licenses
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Additional Certification Exam Licenses

**FUNDING SOURCE:**

***Additional Details***

General Fund	199-11-6399-001-008-22-221-000000.....	\$3,369.60
	199-11-6399-001-010-22-221-000000.....	\$3,369.60
	199-11-6399-001-011-22-221-000000.....	\$3,369.60

**COST:**

\$389,677.20 (*Additional Purchase \$10,108.80 + Original Approved on September 27, 2022, Purchase of \$379, 568.40.*)

**VENDOR:**

Certiport (dba NCS Pearson, Inc.)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

*Bid/Proposal Statistics*

FWISD Bid Number: 21-044

***Purchasing Support Documents Needed:***

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

North Side High School  
R.L. Paschal High School  
Trimble Tech High School

**RATIONALE:**

Industry Based Certifications represent industry-valued skills and learning that lead to employment and act as a springboard for higher levels of achievement to ensure students' independence and success in life beyond high school. In order to prepare students for college, career, and community leadership, the Career and Technical Education Department pursues the purchase of materials for students to prepare for and take certification exams.

**INFORMATION SOURCE:**

David Saenz





A PEARSON VUE BUSINESS

Prepared By April Spencer  
 Email [april.spencer@pearson.com](mailto:april.spencer@pearson.com)  
 Phone 972.637.4604  
 Fax 801.492.4118  
 Created Date 2/9/2023  
 Expiration This quote is valid until 07/31/2023  
 Quote Number 00124833  
 Certiport ID 90041740

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
 1633 W. Innovation Way, 5th Floor  
 Lehi, UT 84043  
 USA

**Corporate Address**

5601 Green Valley Drive  
 Bloomington, MN 55437  
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

*Please email POs if possible. Otherwise send them to the mailing address above.*

[april.spencer@pearson.com](mailto:april.spencer@pearson.com)

Bill To Name North Side High School--Fort Worth ISD  
 Bill To Accounts Payable  
 100 N. University, Suite NW 140-E  
 Fort Worth, TX 76107-1300  
 USA

Ship To Name North Side High School--Fort Worth ISD  
 Ship To North Side High School  
 2211 McKinley Ave  
 Fort, TX 76164  
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$3,369.60

*Grand Total does not include applicable taxes which may be charged.*

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, or applicable sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

Prepared By	April Spencer
Email	<a href="mailto:april.spencer@pearson.com">april.spencer@pearson.com</a>
Phone	972.637.4604
Fax	801.492.4118
Created Date	2/9/2023
Expiration	This quote is valid until 07/31/2023
Quote Number	00124833
Certiport ID	90041740

4. **Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be responsible for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. **Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

6. **Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. **Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. **Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's provided materials solely in the provision of goods or services hereunder.

9. **Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.

10. **Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. **Buyer Specifications Indemnity.** Intentionally left blank.

12. **Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will, to the extent applicable by law, be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. **Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. **Infringement by Buyer.** Intentionally left blank.

15. **Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. If an extension is not reasonable, this Agreement may be terminated by either Party.

16. **General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Texas, Tarrant County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	<a href="mailto:april.spencer@pearson.com">april.spencer@pearson.com</a>
Phone	972.637.4604
Fax	801.492.4118
Created Date	2/9/2023
Expiration	This quote is valid until 07/31/2023
Quote Number	00124833
Certiport ID	90041740



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 Certiport ID 90040482

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
 1633 W. Innovation Way, 5th Floor  
 Lehi, UT 84043  
 USA

**Corporate Address**

5601 Green Valley Drive  
 Bloomington, MN 55437  
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[april.spencer@pearson.com](mailto:april.spencer@pearson.com)

Bill To Name R. L. Paschal High School--Fort Worth ISD  
 Bill To Accounts Payable  
 100 N University, Suite NW 140-E  
 Fort Worth, TX 76107-1300  
 USA

Ship To Name R. L. Paschal High School--Fort Worth ISD  
 Ship To 3001 Forest Park Blvd.  
 Fort Worth, TX 76110  
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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Grand Total \$3,369.60

Grand Total does not include applicable taxes which may be charged.

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**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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Quote Number	00124835
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7. **Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. **Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's provided materials solely in the provision of goods or services hereunder.

9. **Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.

10. **Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. **Buyer Specifications Indemnity.** Intentionally left blank.

12. **Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will, to the extent applicable by law, be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. **Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. **Infringement by Buyer.** Intentionally left blank.

15. **Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. If an extension is not reasonable, this Agreement may be terminated by either Party.

16. **General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Texas, <sup>52</sup>arrant County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	<a href="mailto:april.spencer@pearson.com">april.spencer@pearson.com</a>
Phone	972.637.4604
Fax	801.492.4118
Created Date	2/9/2023
Expiration	This quote is valid until 07/31/2023
Quote Number	00124835
Certiport ID	90040482



A PEARSON VUE BUSINESS

Prepared By April Spencer  
 Email [april.spencer@pearson.com](mailto:april.spencer@pearson.com)  
 Phone 972.637.4604  
 Fax 801.492.4118  
 Created Date 2/9/2023  
 Expiration This quote is valid until 07/31/2023  
 Quote Number 00124836  
 Certiport ID 90007435

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
 1633 W. Innovation Way, 5th Floor  
 Lehi, UT 84043  
 USA

**Corporate Address**

5601 Green Valley Drive  
 Bloomington, MN 55437  
 USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

[april.spencer@pearson.com](mailto:april.spencer@pearson.com)

Bill To Name Trimble Technical High School--Fort Worth ISD  
 Bill To Accounts Payable  
 100 N University, Suite NW 140-E  
 Ft Worth, TX 76107  
 USA

Ship To Name Trimble Technical High School--Fort Worth ISD  
 Ship To 1003 W Cannon  
 Ft Worth, TX 76104  
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$3,369.60

Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

2. **Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. **Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, or applicable sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

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Created Date	2/9/2023
Expiration	This quote is valid until 07/31/2023
Quote Number	00124836
Certiport ID	90007435

4. **Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be responsible for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. **Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

6. **Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. **Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. **Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's provided materials solely in the provision of goods or services hereunder.

9. **Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.

10. **Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. **Buyer Specifications Indemnity.** Intentionally left blank.

12. **Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will, to the extent applicable by law, be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. **Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

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A PEARSON VUE BUSINESS

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**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:           APPROVE PURCHASE OF ZOLL 3 AUTOMATED EXTERNAL DEFIBRILLATORS FOR HEALTH SERVICES**

**BACKGROUND:**

Automated External Defibrillators (AEDs) are portable, easy-to-use medical devices designed to automatically analyze the heart rhythm in people experiencing sudden cardiac arrest and, when appropriate, deliver an electric shock to the heart to re-establish the normal rhythm. Having AEDs installed locally allows trained, non-medical personnel to deliver life-saving defibrillator therapy quickly and effectively. Historically, the responsibility for purchasing and maintaining AEDs within the District fell under Safety and Security. Recently, it was moved to Health Services, including those housed within Athletics and J.R.O.T.C. Because AEDs save lives, Fort Worth ISD needs to refresh its stock of devices to remain prepared to serve our students and staff.

As part of a two (2) year management plan, Health Services seeks to procure and oversee the District - wide distribution of 225 AED units to schools, administrative sites, and within Athletics and J.R.O.T.C. This widespread refresh will involve approximately 83% of the District's AEDs. The average lifespan of an AED is eight (8) years. Units will be replaced in chronological order based on initial purchase dates.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Zoll 3 Automated External Defibrillators for Health Services
2. Decline to Approve Purchase of Zoll 3 Automated External Defibrillators for Health Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Zoll 3 Automated External Defibrillators for Health Services

**FUNDING SOURCE:**           **Additional Details:**

TRE                                   198-33-6398-001-999-99-390-000000

**COST:**

\$409,412

**VENDOR:**

Sterlington Medical

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote -  
BuyBoard Contract #610-20*

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

District - Wide (Schools, Administrative Sites, Athletics, J.R.O.T.C.)  
Health Services  
Safety and Security  
Student Support Services

**RATIONALE:**

Pursuant with Texas Health and Safety Code, § 779.003, maintaining the operational integrity of AEDs is viewed as critical infrastructure aimed at promoting the safety and well-being of all stakeholders within the District.

**INFORMATION SOURCE:**

Karen Molinar  
Cherie Washington

# Quote

**AED Defibrillators  
First Aid Supplies  
PPE Products**

Date	Quote No.
2/14/2023	28664

## Valued Customer Account

Fort Worth ISD  
Attn: Justin Gaddis  
100 N. University Dr. NW 250  
Fort Worth, TX 76107

## Sterlington Medical

5773 Woodway Drive, Suite 214  
Houston, Texas 77057

**Phone:** (800) 398-8911

**Email:** jennifer@sterlingtonmedical.com

**Fax:** (713) 647-9294

**Medical Manager:** Jennifer Hess

Product Description	Qty	Customer Rate	Total
<p>Vendor #</p> <p>QUOTE DATE VALID FOR 90 DAYS. Our APPROVED ZOLL VENDOR # is: 148991.</p> <p>Our APPROVED Texas BuyBoard Vendor # is: 610-20 to provide our lowest prices to Texas Schools.</p> <p>ZOLL AED 3 Fully-Automatic AED, Part #: 8511-001102-01 includes:                      - AED Automatically delivers defibrillation                      - 8 Year Manufacturer AED Warranty                      - WiFi enabled capabilities                      - Color touchscreen LCD display                      - 1 CPR Uni-padz for adult and child pediatric use                      - 1 Lithium Ion AED Battery &amp; Owners Manual</p> <p>- FREE AED SET UP of Zoll AED3, battery, pads, carry case on all 225 new defibrillators.</p> <p>Zoll AED 3 Carry Case #8000-001250</p> <p>CPR Rescue Kit includes: CPR Mask, Protective Gloves, Emergency Scissors, Prep Razor, Disinfect Wipes - FREE</p> <p>ZOLL AED 3 Trainer #8028-000001-01</p> <p>Replacement Adhesive Gels for CPR Uni-padz Training Electrodes 5-Pack FOR ZOLL AED 3 Trainer #: 8028-000012</p> <p>Shipping- FREE OF CHARGE</p>			
	225	1,687.46	379,678.50
	225	0.00	0.00
	225	114.49	25,760.25
	225	0.00	0.00
	5	678.25	3,391.25
	3	194.00	582.00
		0.00	0.00
		<b>Total:</b>	\$409,412.00

Payment terms are Net 30 Days plus ship fee & applicable sales tax.  
Order today, ship today based on model availability at time of order.

**Quote Valid To:**

5/15/2023

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF TECHNOLOGY EQUIPMENT FOR THE  
FINANCIAL SERVICES DEPARTMENT**

**BACKGROUND:**

The Financial Services Department requires replacement of technology equipment to support the financial operations of the District. The equipment purchased will include 28 quantities of Laptops plus docking stations. The Financial Services Department replaces the technology equipment every three (3) years.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Technology Equipment for the Financial Services Department
2. Decline to Approve Purchase of Technology Equipment for the Financial Services Department
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Technology Equipment for the Financial Services Department

**FUNDING SOURCE:       *Additional Details***

General Fund                   199-41-6396-001-750-99-420-000000

**COST:**

\$52,889.76

**VENDOR:**

Dell Technologies

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Department of Resources - TX DIR-TSO-3763*

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

Financial Services

**RATIONALE:**

The purchase of the technology equipment will provide reliability and efficiency to the financial operations of the District.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000145889689.1</b>	Sales Rep	Khalil Neal
<b>Total</b>	<b>\$52,889.76</b>	Phone	(800) 456-3355, 6180565
Customer #	145922042	Email	Khalil_Neal@Dell.com
PO Number	82314039-00	<b>Billing To</b>	ACCTS PAYABLE
Quoted On	Feb. 28, 2023		FORT WORTH ISD
Expires by	Mar. 30, 2023		100 N UNIVERSITY STE NW 140-E
	Texas Department of		FORT WORTH, TX 76107-1360
Contract Name	Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	18416319		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Khalil Neal

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$235.00	28	\$6,580.00
Dell Latitude 5530	\$1,653.92	28	\$46,309.76
	<b>Subtotal:</b>		<b>\$52,889.76</b>
	<b>Shipping:</b>		<b>\$0.00</b>
	<b>Environmental Fee:</b>		<b>\$0.00</b>
	<b>Non-Taxable Amount:</b>		<b>\$52,889.76</b>
	<b>Taxable Amount:</b>		<b>\$0.00</b>
	<b>Estimated Tax:</b>		<b>\$0.00</b>
	<b>Total:</b>		<b>\$52,889.76</b>

<b>Dell Thunderbolt 4 Dock- WD22TB4</b>	<b>\$235.00</b>	<b>Quantity</b> 28	<b>Subtotal</b> \$6,580.00
Estimated delivery if purchased today: Mar. 06, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	28	-
Advanced Exchange Service, 3 Years	872-8550	-	28	-
Dell Limited Hardware Warranty	872-8557	-	28	-
			<b>Quantity</b> 28	<b>Subtotal</b> \$1,653.92

<b>Dell Latitude 5530</b>	<b>\$1,653.92</b>	<b>Quantity</b> 28	<b>Subtotal</b> \$46,309.76
Estimated delivery if purchased today: Mar. 14, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 BTX Base	210-BDJK	-	28	-
12th Generation Intel(R) Core(TM) i7-1265U vPro (12 MB cache, 10 cores, up to 4.80 GHz Turbo)	379-BETU	-	28	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	28	-
No Microsoft Office License Included	658-BCSB	-	28	-
Assembly Base	338-CDKI	-	28	-
i7-1265U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMZ	-	28	-
Intel vPro Technology Enabled	631-ADFJ	-	28	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	28	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNKV	-	28	-
15.6" FHD (1920x1080) Anti Glare, Touch, 250 nits, FHD IR Camera+Intelligent Privacy, WLAN	391-BGMO	-	28	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	28	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	28	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	28	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	28	-
65W Type-C Adapter	492-BDGC	-	28	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	28	-
E4 Power Cord 1M for US	537-BBDO	-	28	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	28	-
ENERGY STAR Qualified	387-BBPW	-	28	-
Fixed Hardware Configuration	998-FNQL	-	28	-
SupportAssist	525-BBCL	-	28	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	28	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	28	-
Waves Maxx Audio	658-BBRB	-	28	-
Dell Power Manager	63 658-BDVK	-	28	-



Dell SupportAssist OS Recovery Tool	658-BEOK	-	28	-
Dell Optimizer	658-BEQP	-	28	-
Windows PKID Label	658-BFDQ	-	28	-
Packaging BTS 65W Adapter + ADL CPU	340-CYVL	-	28	-
Intel Core i7 vPro Enterprise Label	340-CYNX	-	28	-
POD Label	389-EDJB	-	28	-
FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIC	-	28	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	28	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	28	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	28	-
Dell Limited Hardware Warranty	997-8317	-	28	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	28	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	28	-
ProSupport Plus: Keep Your Hard Drive, 4 Years	997-8388	-	28	-
ProSupport Plus: Next Business Day Onsite, 3 Year Extended	997-8389	-	28	-
ProSupport Plus: Accidental Damage Service, 4 Years	997-8390	-	28	-
ProSupport Plus: 7x24 Technical Support, 4 Years	997-8391	-	28	-
Absolute Resilience Education 4 Year	365-1129	-	28	-
Absolute Installation Fee	365-1245	-	28	-
BIOS - Absolute Setting	376-9455	-	28	-

<b>Subtotal:</b>	<b>\$52,889.76</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$52,889.76</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

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**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF COMPUTERS AND CHARGING CARTS  
FOR STUDENTS AT THE LEADERSHIP ACADEMY AT FOREST OAK  
MIDDLE SCHOOL**

**BACKGROUND:**

The Leadership Academy at Forest Oak Middle School would like to purchase charging carts and computers for 8<sup>th</sup> grade students on the campus. These devices would be used in conjunction with the campus’ google classroom and serve as a vital resource for our Pre-Advanced Placement (AP) students who conduct regular group projects.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Computers and Charging Carts for Students at the Leadership Academy at Forest Oak Middle School
2. Decline to Approve Purchase of Computers and Charging Carts for Students at the Leadership Academy at Forest Oak Middle School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Computers and Charging Carts for Students at the Leadership Academy at Forest Oak Middle School

**FUNDING SOURCE:**

**Additional Details:**

General Fund	199-11-6398-TWU-045-24-416-000000.....	\$7,999.60
	199-11-6399-TWU-045-24-416-000000.....	\$7,339.50
	199-11-6398-TWU-045-24-416-000000.....	\$223,372.80

**COST:**

\$238,711.90

**VENDOR:**

Apple, Inc.

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Department of Information Resources - Contract DIR-TSO-3789*

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

Leadership Academy at Forest Oak Middle School  
Office of Innovation  
Texas Wesleyan University

**RATIONALE:**

This purchase will allow the 8<sup>th</sup> grade Pre-AP students at the Leadership Academy at Forest Oak Middle School access to technology and resources that will assist in their preparation for high school.

**INFORMATION SOURCE:**

David Saenz

# Apple Inc. Education Price Quote

**Customer:** ACCTS PAYABLE DEPT/STE NW 140-E **Apple Inc:** Wes Culp  
 FT WORTH INDEPENDENT SCHOOL 6900 W. Parmer Lane  
 DIST ACCTS PAYABLE DEPT/STE NW Austin, TX 78729  
 140-E email: wculp@apple.com  
 Phone: 8178143011  
 email: lenora.scales@fwisd.org

**Apple Quote:** 2211836621

**Quote Date:** Friday, February 17, 2023

**Quote Valid Until:** Saturday, April 01, 2023

## Quote Comments:

Please reference Apple Quote number on your Purchase Order.

State of Texas (DIR) State Contract Number: DIR-TSO-3789. Please include this number on your purchase order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	<b>Bretford CUBE Cart AC 36 for MacBook and iPad</b> Part Number HPGZ2LL/A	8	\$999.95	\$0.00	\$999.95	\$7,999.60
2	<b>13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 256GB – Space Gray (Packaged in a 5-pack)</b> Part Number MGNG3LL/A <b>Configuration:</b> <ul style="list-style-type: none"> <li>• 065-C99J Apple M1 chip with 8-core CPU, 7-core GPU and 16-core Neural Engine</li> <li>• 065-C99M 8GB unified memory</li> <li>• 065-C99Q 256GB SSD storage</li> <li>• 065-C9CK Touch ID</li> <li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li> <li>• 065-C9CH Force Touch trackpad</li> <li>• 065-C9CL Retina display with True Tone</li> <li>• 065-C171 None</li> <li>• 065-C172 None</li> <li>• 065-C9DG Backlit Magic Keyboard – US English</li> <li>• 065-C9DN Accessory Kit</li> </ul>	210	\$879.00	\$35.16	\$843.84	\$177,206.40
3	<b>4-Year AppleCare+ for Schools – MacBook Air (no service fees)</b> Part Number S8245LL/A	210	\$229.00	\$9.16	\$219.84	\$46,166.40

4	<b>STM Dux Case for 13-inch MacBook Air (M1 &amp; Retina 2020/2018 Models) – Clear/Black – Special 5-Pack Pricing (contains 5 HPA52ZM/A)</b> Part Number BR312LL/A	42	\$174.75	\$0.00	\$34.95	\$7,339.50
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**STM Dux Case for 13-inch MacBook Air (M1 & Retina 2020/2018 Models) – Clear/Black**  
Part Number: HPA52ZM/A  
Quantity: 210

<b>Extended EDU List Price Total</b>	<b>\$248,019.10</b>
<b>Total Discount</b>	\$9,307.20
<b>Extended Discounted Price Subtotal</b>	<b>\$238,711.90</b>
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
<b>Extended Discounted Total Price*</b>	<b>\$238,711.90</b>

\*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 2211836621. 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](mailto: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. 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](mailto:contracts@apple.com).
- 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. 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

- o VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - o APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - o TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - o CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, April 01, 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.
- o 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.

Opportunity ID: 18000008912708

<https://ecommerce.apple.com>

Fax:

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Document rev 10.6.1

Date of last revision – June 20th, 2016

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**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**        **APPROVE PURCHASE OF INTERNET SERVICE (E-RATE ELIGIBLE)**

**BACKGROUND:**

The District published Request for Proposal #23-094 for District-wide Internet Service. Currently, the District only has 40 gigabytes (GB) of internet capacity at one (1) data center. The new solution will double the bandwidth and make the service more resilient by having connectivity at both data centers. The contract will begin on July 1, 2023, and, per E-rate rules, will end on June 30, 2024, with the option to renew for four (4) additional years in one (1) year increments.

Fiber network connectivity is eligible for a percentage discount under the Federal Communications Commission’s (FCC) E-rate program. The District is anticipating an 85% discount. The remaining 15% is the responsibility of the District. The District’s portion is contingent upon receiving the funding commitment from the FCC.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Internet Service (E-Rate Eligible)
2. Decline to Approve Purchase of Internet Service (E-Rate Eligible)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Internet Service (E-Rate Eligible)

**FUNDING SOURCE:**        *Additional Details*

TRE	198-11-6299-814-XXX-11-423-000000
	198-11-6396-814-XXX-11-423-000000

**COST:**

\$245,352

Estimated Cost (100%).....	\$245,352.00
Projected E-Rate Reimbursement (85%).....	\$208,549.20
Projected District Expense (15%).....	\$36,802.80



**VENDOR:**

Zayo Group

**PURCHASING MECHANISM:**

**Competitive Solicitation**

FWISD Bid Number: 23-094

Number of Bid/Proposals Received: 4

HUB Firms:1

Compliant Bids: 4

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

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

All Schools

**RATIONALE:**

Approval of this item will provide the District with a resilient Internet Service for all schools.

**INFORMATION SOURCE:**

Marlon Shears

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:        **APPROVE PURCHASE OF AUDIO-VISUAL DISPLAYS FOR THE  
WESTPARK RELIEF SCHOOL****

**BACKGROUND:**

The purchase of audio-visual displays is needed for the Westpark Relief Campus to prepare for opening of the new school for 2023 - 2024 school year. The displays include interactive flat panels for all classrooms and other instructional areas and non-interactive displays as identified for the new building. The audio-visual will be purchased and ready for installation as the construction work is completed.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Audio-Visual Displays for the Westpark Relief School
2. Decline to Approve Purchase of Audio-Visual Displays for the Westpark Relief School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Audio-Visual Displays for the Westpark Relief School

**FUNDING SOURCE:        *Additional Details***

TRE	198-11-6396-001-XXX-11-423-000000
	198-11-6299-001-XXX-11-423-000000

**COST:**

\$200,730.96

**VENDORS:**

GTS Technology Solutions, Inc.....\$136,695.96  
ProComputing.....\$64,035

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

GTS: RFP #22-069 and DIR-CPO-5097  
ProComputing: TIPS Contract #210101

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

Westpark Relief School

**RATIONALE:**

This purchase is needed to provide audio-visual equipment for classrooms at the new elementary campus.

**INFORMATION SOURCE:**

Marlon Shears



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

# Quote

**Quote #:** QT0096612  
**Date:** 3/6/2023  
**Delivery Date:**  
**Expire Date:** 4/5/2023  
**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
Westpark Relief School : RFP-022-69	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: Westpark Relief School : RFP-022-69	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	RP7503: BenQ RP7503   75" Pro Series Education Interactive Display	RFP-022-69	56.00	EACH	\$2,356.76	\$131,978.56
3	A1.3EPD2.003: BenQ 75 EW; 2 years extend warranty for 75 Interactive Flat Panel; must purchased with product	RFP-022-69	56.00	EACH	\$0.00	\$0.00
4	5J.F2K14.031: BenQ: NFC Cards RP654K/ RP704K/RP750K/RP860K	RFP-022-69	112.00	EACH	\$0.00	\$0.00

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$131,978.56
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$131,978.56



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

# Quote

**Quote #:** QT0096613  
**Date:** 3/22/2023  
**Delivery Date:**  
**Expire Date:** 4/21/2023  
**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
Westpark Relief School : CONTRACT	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: Westpark Relief School - CONTRACT 5097	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	ST5501K: Ben Q 55" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	2.00	EACH	\$597.83	\$1,195.66
3	RP6503: Ben Q 65" Interactive Display NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	1.00	EACH	\$2,173.91	\$2,173.91
4	5A.F7W28.DP1: BenQ: TDY31-NB - 2-in-1 Dual-Band Wi-Fi and Bluetooth Adapter	DIR-CPO-5097	1.00	EACH	\$0.00	\$0.00
5	ST6502: Ben Q 65" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	1.00	EACH	\$1,347.83	\$1,347.83

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$4,717.40
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
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.			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$4,717.40



# ProComputing

P.O. Box 2720  
Grapevine, TX 76099

**PROPOSAL:** 161670  
**DOC. TYPE:** SQ  
**DATE:** 3/21/2023  
**SHIP VIA:**  
**REP:** FRANKS, JUSTIN

**SOLD TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
SUITE NW 140-E  
FORT WORTH, TX 76107-1300  
PH. (817) 871-2123

**SHIP TO:** WESTPARK RELIEF SCHOOL  
10202 JERRY DUNN PKWY  
BENBROOK, TX 76126  
PH. (817) 814-7400

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
<b>Installation of BenQ panel on Mobile Stand:</b>				
487A01	e-Box Motorized height adjustable mobile stand for interactive flat panels up to 254 lbs 115 kg (86" diagonal)	52	\$955.00	\$49,660.00
TVINSTALL	Installation	52	\$225.00	\$11,700.00
<b>Installation of BenQ - Wall Mounted:</b>				
TVINSTALL	BenQ Wall Installation	8	\$295.00	\$2,360.00
45090	50' HDMI/USB 2.0 (Plenum - Liberty AV) district to provide BenQ panels, electrical drops, and network drops if needed.	1	\$315.00	\$315.00
TIPS	TIPS (Contract# 210101) Technology Solutions, Products and Services	1	\$0.00	\$0.00

Sub-Total:	\$64,035.00
Tax:	\$0.00
<b>Total:</b>	<b>\$64,035.00</b>

### FOR ELECTRONIC INVOICING:

**SEND REQUEST TO: e-invoice@procomputing.com with your designated email address**

**E-Mail all purchase orders to sales@procomputing.com, send all payments to the address above.**

77 Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF ELECTRONIC VISUAL DISPLAYS FOR 7060  
CAMP BOWIE BOULEVARD, FORT WORTH, TEXAS**

**BACKGROUND:**

The Fort Worth Independent School District will be relocating to a new Central Administration Service Center in August of 2023 upon completion of the renovation and rebuild of that location. As a result, it is necessary to purchase new electronic visual displays (flat screen televisions and desktop monitors) for the facility, including new visual displays for the Board Room areas. The architectural drawings indicate where the new flatscreen televisions (some interactive) will be placed. The desktop monitors will be placed throughout the facility based upon the furniture configuration and design to ensure consistency and standardization of size across divisions.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Electronic Visual Displays for 7060 Camp Bowie Boulevard, Fort Worth, Texas
2. Decline to Approve Purchase of Electronic Visual Displays for 7060 Camp Bowie Boulevard, Fort Worth, Texas
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Electronic Visual Displays for 7060 Camp Bowie Boulevard, Fort Worth, Texas

**FUNDING SOURCE:**

***Additional Details***

Real Estate Sale Proceeds Fund

652-81-6629-0CB-999-99-405-000000

**VENDORS:**

GTS (Global Technology Solutions).....Not-to-Exceed - \$163,000

CDW-G.....Not-to-Exceed - \$245,000

Bluum of Texas.....Not-to-Exceed - \$3,700

**PURCHASING MECHANISM:**

***Purchasing Support Documents Needed:***

**Cooperative Agreement**

*Bluum USA Inc (Bluum of Texas) – TIPS 200105*

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

**Solicitation - Bid Summary/Evaluation**

FWISD RFP #22-069

GTS (Global Technology Solutions)

CDW-G

Number of Bid/Proposals Received: 17

HUB Firms: 6

Compliant Bids: 17

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.

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

7060 Camp Bowie Boulevard, Fort Worth, Texas

**RATIONALE:**

The new Central Administration Service Center located at 7060 Camp Bowie Boulevard has been completely renovated and is currently being rebuilt in accordance with the plans and specifications, which includes the placement of flat screen televisions throughout the facility. Additionally, desktop monitors will be placed throughout the facility for consistency and standardization of size across divisions based upon the furniture configuration and design.

**INFORMATION SOURCE:**

Karen Molinar

Marlon Shears

Carmen Arrieta-Candelaria





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

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# Review and Complete Purchase

**LENORA SCALES,**

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
NGRK211	3/8/2023	520 32 W.USBC & INSTALL	0926086	<b>\$244,587.20</b>

### QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">C2G 6ft Thunderbolt 3 USB C Cable - 20Gbps - 100W - Black - M M</a> Mfg. Part#: 28842 UNSPSC: 26121604 2 cables needed? Reduce to QTY 1 if needed Contract: MARKET	520	4747240	\$47.87	\$24,892.40
<a href="#">NEW ITEM</a> Mfg. Part#: NEW-ITEM Install -Tags sent prior to install so equipment can be prepared -Install on mount and attach cable -Remove trash leaving work area clean Contract: Standard Pricing	260	NEW-ITEM	\$63.80	\$16,588.00
<a href="#">Samsung S32A600UUN - S60UA Series - LED monitor - QHD - 32" - HDR</a> Mfg. Part#: S32A600UUN Contract: MARKET	520	6424178	\$390.59	\$203,106.80

<b>SUBTOTAL</b>	\$244,587.20
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$244,587.20</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST LENORA SCALES 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Shipping Method:</b>

**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](mailto:k12northtexas@cdwg.com)

**Need Help?**



My Account



Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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

## Quote

**Quote #:** QT0096001  
**Date:** 3/6/2023  
**Delivery Date:**  
**Expire Date:** 4/5/2023  
**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				
CONTRACT RFP-022-69	Net 30 Days	Jeff Dawson				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: CONTRACT RFP-022-69	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	RP7503: BenQ RP7503   75" Pro Series Education Interactive Display	RFP-022-69	4.00	EACH	\$2,356.76	\$9,427.04
3	A1.3EPD2.003: BenQ 75 EW; 2 years extend warranty for 75 Interactive Flat Panel; must purchased with product	RFP-022-69	4.00	EACH	\$0.00	\$0.00

<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$9,427.04
<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>		<b>Tax Total:</b>	\$0.00
		<b>Total (USD):</b>	\$9,427.04



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

## Quote

**Quote #:** QT0096002  
**Date:** 3/8/2023  
**Delivery Date:**  
**Expire Date:** 4/7/2023  
**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				
CONTRACT 5057	Net 30 Days	Jeff Dawson				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: CONTRACT 5057	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	CMA110: CMA-110 FLAT CEILING PLATE	DIR-CPO-5057	1.00	EACH	\$52.55	\$52.55
3	CMS0203: 2-3' Adjustable Extension Column	DIR-CPO-5057	1.00	EACH	\$116.63	\$116.63
4	RMAU: Chief: Universal projector Mount	DIR-CPO-5057	1.00	EACH	\$207.64	\$207.64

<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$376.82
<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>		<b>Tax Total:</b>	\$0.00
		<b>Total (USD):</b>	\$376.82



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

## Quote

**Quote #:** QT0096082  
**Date:** 3/8/2023  
**Delivery Date:**  
**Expire Date:** 4/7/2023  
**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		
CONTRACT 5097		Net 30 Days		Jeff Dawson		
SHIPPING TERMS				SHIP VIA		
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: CONTRACT 5097	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	SL4302K: Ben Q 43" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	21.00	EACH	\$706.52	\$14,836.92
3	ST5501K: Ben Q 55" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	24.00	EACH	\$597.83	\$14,347.92
4	ST6502: Ben Q 65" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	12.00	EACH	\$1,347.83	\$16,173.96
5	ST7502: Ben Q 75" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	2.00	EACH	\$2,053.26	\$4,106.52
6	ST8602: Ben Q 86" 4K Smart Signage NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	1.00	EACH	\$2,890.22	\$2,890.22
7	RE9801: Ben Q 98" Interactive Display NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	1.00	EACH	\$9,456.52	\$9,456.52
8	RP6503: Ben Q 65" Interactive Display NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	16.00	EACH	\$2,173.91	\$34,782.56
9	RP8603: Ben Q 86" Interactive Display NOTE: Standard Warranty (3 Years)	DIR-CPO-5097	2.00	EACH	\$3,586.96	\$7,173.92
10	5A.F7W28.DP1: TDY31 Wireless USB Adapter  NOTE: Wireless dongle TDY31 is for ST models. Please don't order the Wi-fi dongle for the RP03 models. The Wi-fi dongle has been installed in the RP03 model.	DIR-CPO-5097	60.00	EACH	\$0.00	\$0.00
11	FLATPNLWALL: StarTech.com Flat Screen TV Wall Mount - Tilting - Supports 32" to 75" TVs	DIR-CPO-5097	21.00	EACH	\$71.67	\$1,505.07
12	C2G41484: 50ft C2G Performance Series High Speed HDMI Active Optical Cable 4K Plenum	DIR-CPO-5097	21.00	EACH	\$216.43	\$4,545.03
13	39710: C2G HDMI Pass Through Decorative Style Wall Plate - White - Mounting plate - HDMI - white	DIR-CPO-5097	82.00	EACH	\$20.59	\$1,688.38
14	41414: C2G 35ft Active High Speed HDMI Cable 4K@60hz In-Wall CL3-Rated	DIR-CPO-5097	61.00	EACH	\$65.30	\$3,983.30
15	56784: C2G 10ft (3m) High Speed HDMI® Cable with Ethernet - 4K 60Hz	DIR-CPO-5097	82.00	EACH	\$6.51	\$533.82

Continued...

Page: 1 of 2



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

## Quote

**Quote #:** QT0096082  
**Date:** 3/8/2023  
**Delivery Date:**  
**Expire Date:** 4/7/2023  
**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				
CONTRACT 5097	Net 30 Days	Jeff Dawson				
SHIPPING TERMS		SHIP VIA				
NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$116,024.14
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>			<b>Tax Total:</b>	\$0.00
			<b>Total (USD):</b>	\$116,024.14



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

# Quote

**Quote #:** QT0096144  
**Date:** 3/6/2023  
**Delivery Date:**  
**Expire Date:** 4/5/2023  
**Customer ID:** TXFWISD21000  
**Sales Contact:** Hannah Brierty

<b>QUOTE FOR:</b> Fort Worth Independent School District	<b>SHIP TO:</b> Fort Worth Independent School District
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<b>CUSTOMER P.O. NO.</b> CONTRACT 4754 - GTS SERVICES	<b>TERMS</b> Net 30 Days	<b>SALES REP</b> Jeff Dawson
<b>SHIPPING TERMS</b>		<b>SHIP VIA</b>

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: QUOTE QT0096001	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	SERVICES: DEPLOYMENT CLIENT SE: IFP Installation NOTE: Please see SOW for details.	DIR-CPO-4754	4.00	EACH	\$490.41	\$1,961.64
3	NOTE LINE: QUOTE QT0096002	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
4	SERVICES: DEPLOYMENT CLIENT SE: Camp Bowie Heritage Projector Install NOTE: Please see SOW for details.	DIR-CPO-4754	1.00	EACH	\$1,365.34	\$1,365.34
5	NOTE LINE: QUOTE QT0096082	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
6	SERVICES: DEPLOYMENT CLIENT SE: Wall Mounted Non-IFP – Wired NOTE: \$343.09/QTY 1 Please see SOW for Details.	DIR-CPO-4754	60.00	EACH	\$343.09	\$20,585.40
7	SERVICES: DEPLOYMENT CLIENT SE: Wall Mounted IFP - Wired NOTE: \$408.60/QTY 1 Please see SOW for Details.	DIR-CPO-4754	19.00	EACH	\$408.60	\$7,763.40
8	SERVICES: DEPLOYMENT CLIENT SE: HDMI Input Extender Installation (As-Needed) NOTE: \$175.52/QTY 1 Please see SOW for Details.	DIR-CPO-4754	1.00	EACH	\$175.52	\$175.52

<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$31,851.30
<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>		<b>Tax Total:</b>	\$0.00
		<b>Total (USD):</b>	\$31,851.30



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

## Quote

**Quote #:** QT0096145  
**Date:** 3/8/2023  
**Delivery Date:**  
**Expire Date:** 4/7/2023  
**Customer ID:** TXFWISD21000  
**Sales Contact:** Hannah Brierty

<b>QUOTE FOR:</b>		<b>SHIP TO:</b>	
Fort Worth Independent School District		Fort Worth Independent School District	
<b>CUSTOMER P.O. NO.</b>	<b>TERMS</b>	<b>SALES REP</b>	
CONTRACT TIPS 200105	Net 30 Days	Jeff Dawson	
<b>SHIPPING TERMS</b>		<b>SHIP VIA</b>	

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	NOTE LINE: QUOTE QT0096002	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
2	V11HA29020: PowerLite L630SU Full HD WUXGA Short-throw Laser Projector	TIPS 200105	1.00	EACH	\$3,728.11	\$3,728.11
3	60-1741-53: Extron: DTP2 T 201 D 4K/60 HDMI DTP2 Transmitter – Decorator-Style Wallplate	TIPS 200105	1.00	EACH	\$737.97	\$737.97
4	60-1331-13: Extron: DTP HDMI 4K 330 Rx	TIPS 200105	1.00	EACH	\$417.11	\$417.11
5	56783: C2G 6ft 4K HDMI Cable with Ethernet - High Speed - UltraHD Cable - M/M - HDMI with Ethernet cable - HDMI (M) to HDMI (M) - 6 ft - shielded - black	TIPS 200105	1.00	EACH	\$5.17	\$5.17
6	NOTE LINE: QUOTE QT0096082	NON CONTRACT	0.00	EACH	\$0.00	\$0.00
7	80601-W: 1-gang Decora/gfci Device Decora Wallplate, Midway Size, Thermoset, Device Mount, White	TIPS 200105	82.00	EACH	\$0.52	\$42.64

<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$4,931.00
<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$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>		<b>Tax Total:</b>	\$0.00
		<b>Total (USD):</b>	\$4,931.00





# Quote

Bluum of Texas, LLC (formerly known as CDI Dallas, LLC)  
 4675 E Cotton Center Blvd  
 Suite 155  
 Phoenix AZ 85040  
 602-437-7240  
 www.bluum.com

#245055

03/06/2023

**Bill To**  
 Fort Worth ISD  
 100 N UNIVERSITY STE NW 140-E  
 Fort Worth TX 76107

**Ship To**  
 Fort Worth ISD  
 100 N UNIVERSITY STE NW 140-E  
 Fort Worth TX 76107

Memo:

Expires	Sales Rep	Contract	Terms
04/07/2023	864 AJ Flores	TIPS 200105	NEW

Qty	Item	MFG	Price	Ext. Price
1	<b>Non-Stock Item</b> EPSON 12000XL-PH Photo Scanner	Epson	\$3,665.00	\$3,665.00

<b>Subtotal</b>	\$3,665.00
<b>Tax Total</b>	\$0.00
<b>Shipping Cost</b>	\$0.00
<b>Total</b>	\$3,665.00

This document is subject to the terms and conditions found here: [www.bluum.com/terms-conditions](http://www.bluum.com/terms-conditions)  
 If accepting this quote via purchase order please reference this quote number on your PO. To order via credit card please contact customer service .  
 Pricing Adjustments as it Relates to Tariffs: If/When international tariff changes impact any product(s) included in this quote, Bluum reserves the right to adjust or cancel this quote.  
 Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.  
 Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.  
 Returns require an authorization number and must be made within 30 days.  
 Custom orders and "Consumables", such as projector lamps, may not be returned.  
 Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.  
 Restocking fees varying depending on the product line, expect a minimum charge of 25%.



**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       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**

**BACKGROUND:**

Mastery Prep Face-to-Face Test Preparation Boot Camps and Resources will serve to assist senior students who have not previously passed the Texas Success Initiative Assessment (TSIA). The boot camps will be facilitated by Mastery Prep Instructors on the 14 comprehensive high school campuses and one (1) session for Schools of Choice students at a central location in the District during April and May of 2023.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

General Fund	199-11-6299-0WA-XXX-38-378-000000.....	\$37,998.40
	199-11-6399-0WA-XXX-38-378-000000.....	\$34,900.00

**COST:**

Not-to-Exceed - \$80,000

**VENDOR:**

Ring Publications, LLC dba MasteryPrep

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

*RFP #23-088 - Teacher Instructional, Materials, Equipment and Services*

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

**Choice and Collegiate Programming**

Carter Riverside High School	Western Hills High School
Arlington Heights High School	O.D. Wyatt High School
South Hills High School	Benbrook Middle/High School
Diamond Hill-Jarvis High School	Young Women’s Leadership Academy (YWLA)
Dunbar High School	Texas Academy of Biomedical Science (TABS)
Eastern Hills High School	Young Men’s Leadership Academy (YMLA)
North Side High School	World Languages Institute
Polytechnic High School	Marine Creek Collegiate
Paschal High School	TCC South Collegiate
Trimble Tech High School	I.M. Terrell STEM and VPA
Southwest High School	

**RATIONALE:**

Mastery Prep in-person boot camps will assist seniors who have not previously completed the TSIA requirements to be college ready. The seniors who pass TSIA will be eligible to enter public colleges and universities in Texas, college ready, and will not be required to take remedial college courses. Mastery Prep facilitates the English Section Prep and Math Section Prep in two (2) separate sessions to meet student needs and recommends taking the TSIA exams within five (5) days of the boot camp for best results.

**INFORMATION SOURCE:**

David Saenz



Company Address 7117 Florida Blvd  
 Baton Rouge, Louisiana 70806  
 United States  
 Phone (855) 922-8773  
 Fax (225) 306-8211

Prepared By Laurence Brett  
 Email lbrett@masteryprep.com

Created Date 2/21/2023  
 Expiration Date 4/28/2023  
 Quote Number 00016928

Contact Name Lisa Castillo  
 Phone (817) 814-2000

Email lisa.castillo@fwisd.org  
 Fax (817) 814-1905

Bill To Name Fort Worth Independent School District-TX  
 Bill To 100 N University Dr  
 Fort Worth, Texas 76107-1360  
 United States

Ship To Name Fort Worth Independent School District-TX  
 Ship To 1050 Bridgewood Dr.  
 ATTN. Dr. Lisa Castillo  
 Fort Worth, Texas 76112  
 United States

Notes

2,000 TSIA2 Boot Camp Books. Have the ELAR/Essay boot camp students turn in their books, so the Math boot camp students can use the math section in the back of that book.

Product	List Price	Sales Price	Quantity	Total Price
TSIA2 Boot Camp Workbook, 1st Edition	\$40.00	\$15.95	2,000.00	\$31,900.00
Boot Camp Shipping & Handling - TSIA2	\$3.00	\$1.50	2,000.00	\$3,000.00

Subtotal \$34,900.00  
 Quote Grand Total \$34,900.00

By signing this quote, I am verifying that I have the authority to enter in to business with MasteryPrep and will produce a purchase order or accept an invoice for the above amount by the date indicated below.

Name Title Today's Date

PO / Invoicing Date

Circle One: Please Invoice Me Expect a Purchase Order



Company Address 7117 Florida Blvd  
 Baton Rouge, Louisiana 70806  
 United States  
 Phone (855) 922-8773  
 Fax (225) 306-8211

Prepared By Laurence Brett  
 Email lbrett@masteryprep.com

Created Date 2/21/2023  
 Expiration Date 4/28/2023  
 Quote Number 00017502

Contact Name Lisa Castillo  
 Phone (817) 814-2000

Email lisa.castillo@fwisd.org  
 Fax (817) 814-1905

Bill To Name Fort Worth Independent School District-TX  
 Bill To 100 N University Dr  
 Fort Worth, Texas 76107-1360  
 United States

Ship To Name Fort Worth Independent School District-TX  
 Ship To TBD  
 Fort Worth, Texas  
 United States

Notes

- Fourteen In-Person TSIA2 ELAR/ESSAY & Math Boot Camps. Three hours in the morning for the ELAR/ESSAY Boot Camp and three hours in the afternoon for the Math boot camp.
- Two standard combined (ELAR/Math) four-hour boot camps.

Product	List Price	Sales Price	Quantity	Total Price
TSIA2 Boot Camp Math Session	\$4,000.00	\$999.95	14.00	\$13,999.30
TSIA2 Boot Camp ELAR Session	\$4,000.00	\$999.95	14.00	\$13,999.30
TSIA2 Boot Camp Session	\$5,000.00	\$1,999.90	2.00	\$3,999.80
Boot Camp Travel Expense - TSIA2	\$1,000.00	\$375.00	16.00	\$6,000.00

Subtotal \$37,998.40  
 Quote Grand Total \$37,998.40

By signing this quote, I am verifying that I have the authority to enter in to business with MasteryPrep and will produce a purchase order or accept an invoice for the above amount by the date indicated below.

\_\_\_\_\_  
 Name Title Today's Date

PO / Invoicing Date

Circle One: Please Invoice Me Expect a Purchase Order

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:        **APPROVE PURCHASE OF LIBRARY BOOKS FOR  
WESTPARK RELIEF ELEMENTARY SCHOOL****

**BACKGROUND:**

The purchase of library books, print and digital are needed to ensure the new Westpark Relief Elementary School Library will be ready for students and staff on opening day of the 2023 - 2024 school year. The purchase includes 12,000 print and digital titles. Prices include cataloging, processing, and shelving assistance for books to arrive ready with barcodes and labels attached when the new elementary school opens.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Library Books for Westpark Relief Elementary School
2. Decline to Approve Purchase of Library Books for Westpark Relief Elementary School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Library Books for Westpark Relief Elementary School

**FUNDING SOURCE:        Additional Details**

CIP 2021                               661-81-6669-634-256-99-000-256131

**COST:**

\$221,034.64

**VENDORS:**

Bound to Stay Bound.....\$122,509.48  
Mackin.....\$90,925.16  
Follett Content Solutions.....\$7,600.00

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

*RFP #22-054 - Library Supplies, Equipment and Furniture*

*RFP #22-018 - Library eBook Jobber*

*RFP #20-019 - Library Jobber*

*RFP #20-020 - Pre-Bound Library Book Jobber*

*(All quotes are available in the Procurement Services Department for review.)*

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

Westpark Relief Elementary School

**RATIONALE:**

To promote the success of all students and staff by facilitating access, use, and integration of technology and information systems to enrich the curriculum and enhance learning, the library media program provides a balanced, carefully selected, and systematically organized collection of print and electronic library resources that meets students' needs in all subject areas. Students are impacted by the quality and quantity of library materials available to them, are suited to their interest and support the curriculum. School library guidelines from the Texas State Library and Archives Commission, Texas Education Code §33.021, designate 11,000 print books as proficient in meeting elementary school needs.

**INFORMATION SOURCE:**

Marcey Sorensen

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF INSTRUCTIONAL MATERIALS FOR EMERGENT BILINGUAL STUDENTS ATTENDING BILINGUAL AND ENGLISH AS A SECOND LANGUAGE SUMMER SCHOOL FOR KINDERGARTEN AND GRADE 1**

**BACKGROUND:**

The Texas Education Agency (TEA) Local Education Agencies are required to provide summer school for emergent bilingual students served in bilingual education and English as a Second Language (ESL) programs entering kindergarten and grade 1. The purchase of the literacy materials will provide students in grades kindergarten and first grade attending summer school a wide selection of books and materials for daily instruction.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Instructional Materials for Emergent Bilingual Students Attending Bilingual and English as a Second Language Summer School for Kindergarten and Grade 1
2. Decline to Approve Purchase of Instructional Materials for Emergent Bilingual Students Attending Bilingual and English as a Second Language Summer School for Kindergarten and Grade 1
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Instructional Materials for Emergent Bilingual Students Attending Bilingual and English as a Second Language Summer School for Kindergarten and Grade 1

**FUNDING SOURCE:        Additional Details**

General Fund	199-11-6329-0D3-699-25-370-000000.....	\$15,042.46
	199-11-6399-0D3-699-25-370-000000.....	\$43,310.81
	199-11-6399-0D1-699-25-370-000000.....	\$14,723.02

**COST:**

\$73,076.29



**VENDOR:**

Teacher Created Materials

**PURCHASING MECHANISM:**

**Competitive Solicitation**

*RFP #20-040 - Teacher Instructional Classroom Supplies, Services, Equipment and Repair*

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

Harlean Beal Elementary School	De Zavala Elementary School	M.L. Phillips Elementary School	Washington Heights Elementary School
B. Shulkey Elementary School	Hubbard Heights Elementary School	Springdale Elementary School	Alice D. Contreras Elementary School

*\*Summer School locations are subject to change.*

**RATIONALE:**

The purchase of these literacy kits and books will provide emerging bilingual students attending the required summer school programs high quality instructional materials. The kits and books are in both English and Spanish to meet the needs of students in Dual Language and ESL classrooms. Additionally, these materials will expose students to a variety of text and engage them in a range of cognitively demanding content. Teachers will be able to use these materials for instruction, engagement and extensions of learning. The materials are specifically designed to support emergent bilingual students with language development and evidence-based literacy instruction.

**INFORMATION SOURCE:**

Marcey Sorensen



Created by Teachers for Teachers and Students

# Proposal

**Teacher Created Materials**  
**5301 Oceanus Drive**  
**Huntington Beach, CA 92649**

3/3/2023

RFP 20-040 Teacher Instructional Classroom Supplies, Services, Equipment and Repair

Proposal #: TCM-00079005a

**FAX OR MAIL PURCHASE ORDER TO:**

TEACHER CREATED MATERIALS

5301 Oceanus Drive

HUNTINGTON BEACH, CA 92649

EMAIL: [ORDERS@TCMPUB.COM](mailto:ORDERS@TCMPUB.COM)

FAX: 888-877-7606

Item #	Title	Qty	Unit Price	Ext Price
82578	Yo aprendo! Focused Language and Literacy Instruction Level K-1 Add-on Pack	120	\$127.99	\$15,358.80
82577	Yo aprendo! Focused Language and Literacy Instruction Level PreK-K Add-on Pack	120	\$106.99	\$12,838.80
82405	¡Yo aprendo!: Level K-1 Kit	10	\$549.99	\$5,499.90
82404	¡Yo aprendo!: Level PreK-K Kit	10	\$674.99	\$6,749.90
SHIP	Shipping and handling <del>10%</del> Discounted to 7%		<del>\$4,044.74</del> \$2,833.41	\$2,833.41

<b>Total:</b>	<b>\$43,310.81</b>
---------------	--------------------

Thank you!

Todd McKay  
 Sales Consultant  
 Teacher Created Materials  
 Mobile: (806) 786-7312  
 Email: [tmckay@tcmpub.com](mailto:tmckay@tcmpub.com)



Created by Teachers for Teachers and Students

# Proposal

**Teacher Created Materials  
5301 Oceanus Drive  
Huntington Beach, CA 92649**

3/3/2023

RFP 20-040 Teacher Instructional Classroom Supplies, Services, Equipment and Repair

Proposal #: TCM-00080283

Fort Worth Independent School District

**FAX OR MAIL PURCHASE ORDER TO:**

TEACHER CREATED MATERIALS

5301 Oceanus Drive

HUNTINGTON BEACH, CA 92649

EMAIL: [ORDERS@TCMPUB.COM](mailto:ORDERS@TCMPUB.COM)

FAX: 888-877-7606

Item #	Title	Qty	Unit Price	Ext Price
15276	TIME FOR KIDS® Nonfiction Readers: Emergent Kit	4	\$859.99	\$3,439.96
24051	TIME FOR KIDS® Nonfiction Readers: Foundations Kit	4	\$859.99	\$3,439.96
24483	TIME FOR KIDS® Nonfiction Readers: Foundations Plus Kit	4	\$859.99	\$3,439.96
15295	TIME FOR KIDS® Nonfiction Readers: Upper Emergent Kit	4	\$859.99	\$3,439.96
SHIP	Shipping and handling 10% Discounted to 7%		<del>\$1,375.98</del> \$963.18	\$963.18

<b>Total:</b>	\$14,723.02
---------------	-------------

Thank you!

Todd McKay  
Sales Consultant  
Teacher Created Materials  
Mobile: (806) 786-7312  
Email: [tmckay@tcmpub.com](mailto:tmckay@tcmpub.com)



Created by Teachers for Teachers and Students

# Proposal

**Teacher Created Materials  
5301 Oceanus Drive  
Huntington Beach, CA 92649**

3/3/2023

RFP 20-040 Teacher Instructional Classroom Supplies, Services, Equipment and Repair

Proposal #: TCM-00079005

Fort Worth ISD

**FAX OR MAIL PURCHASE ORDER TO:**

TEACHER CREATED MATERIALS

5301 Oceanus Drive

HUNTINGTON BEACH, CA 92649

EMAIL: [ORDERS@TCMPUB.COM](mailto:ORDERS@TCMPUB.COM)

FAX: 888-877-7606

Item #	Title	Qty	Unit Price	Ext Price
	<b>Building Connections: Prekindergarten</b>			
133405	Building Connections: A Book Collection Curated by Free Spirit Publishing for Pre-Kindergarten	16	\$399.99	\$6,399.84
899222	Germs Are Not for Sharing / Los gérmenes no son para compartir	10	\$9.99	\$99.90
899247	Hands Are Not for Hitting / Las manos no son para pegar	10	\$8.99	\$89.90
899354	Join In and Play / Participa y juega	10	\$9.99	\$99.90
899511	Share and Take Turns / Comparte y turna	10	\$9.99	\$99.90
899778	Words Are Not for Hurting / Las palabras no son para lastimar	10	\$8.99	\$89.90
	<b>Building Connections - Kinder</b>			
133406	Building Connections: A Book Collection Curated by Free Spirit Publishing for Kindergarten	16	\$399.99	\$6,399.84
926132	Accept and Value Each Person / Aceptar y valorar a cada persona	10	\$9.99	\$99.90

## Proposal

926133	Be Honest and Tell the Truth / Ser honestos y decir la verdad	10	\$9.99	\$99.90
899058	Be Polite and Kind / Ser respetuoso y amable	10	\$9.99	\$99.90
899328	I'm Like You, You're Like Me / Yo soy como tú, tú eres como yo:	10	\$8.99	\$89.90
899370	Know and Follow Rules / Saber y seguir las reglas	10	\$9.99	\$99.90
899478	Respect and Take Care of Things / Respetar y cuidar las cosas	10	\$9.99	\$99.90
899578	Talk and Work It Out / Hablar y resolver	10	\$9.99	\$99.90
899788	Worries Are Not Forever / Las preocupaciones no duran para siempre	10	\$8.99	\$89.90
SHIP	Shipping and handling <del>10%</del> Discounted to 8%		<del>\$1,405.83</del> \$984.08	\$984.08

**Total: \$15,042.46**

Thank you!

Todd McKay  
Sales Consultant  
Teacher Created Materials  
Mobile: (806) 786-7312  
Email: tmckay@tcmpub.com

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:        **APPROVE PURCHASE OF KINDERGARTEN - GRADE 2 SPANISH LITERACY AND MATH LEARNING SUCCESS KITS FOR SUMMER PARENT/FAMILY TRAINING SESSIONS****

**BACKGROUND:**

Data gathered from District Northwest Evaluation Association (NWEA) MAP and the State of Texas Assessments and Academic Readiness (STAAR) indicates that Spanish reading and math intervention is needed in grades Kindergarten through Grade 2. The District’s FOCUS data indicates that in grades K-2, 6,174 students are coded Hispanic English Learners. In grades K through Grade 2, 6,449 of students are coded as being economically disadvantaged. The majority of economically disadvantaged families in the District lack the materials needed to support their emergent bilingual students at home. The K- 2<sup>nd</sup> grade Spanish Learning Success kits will provide Emergent Bilingual students and families with educational materials to support at home learning in literacy and math. Training for parents and family will be provided by the Multilingual Department, on proper usage of all materials during the summer.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Kindergarten - Grade 2 Spanish Literacy and Math Learning Success Kits for Summer Parent/Family Training Sessions
2. Decline to Approve Purchase of Kindergarten - Grade 2 Spanish Literacy and Math Learning Success Kits for Summer Parent/Family Training Sessions
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        Additional Details**

Special Revenue                      263-61-6399-0D1-999-25-590-000000-23F90

**COST:**

\$118,299.61

**VENDOR:**

Really Good Stuff

**PURCHASING MECHANISM:**

**Competitive Solicitation**

RFP #23-088 - Teacher Instructional Supplies, Materials, Equipment, and Services

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

West Handley Elementary	Rufino Mendoza Elementary	Glen Park Elementary	D. McRae Elementary	A.M. Pate Elementary	South Hi Mount Elementary	Westcreek Elementary
Burton Hill Elementary	De Zavala Elementary	W.M. Green Elementary	M.H. Moore Elementary	M.L. Phillips Elementary	South Hills Elementary	Western Hills Elementary (2-5)
Carroll Peak Elementary	Diamond Hill Elementary	Greenbriar Elementary	Morningside Elementary	Luella Merrett Elementary	Springdale Elementary	Worth Heights Elementary
Carter Park Elementary	S.S. Dillow Elementary	Van Zandt-Guinn Elementary	Charles E Nash Elementary	Versia Williams Elementary	Sunrise-McMillan Elementary	David K. Sellars Elementary
Manuel Jara Elementary	Eastern Hills Elementary	Hubbard Heights Elementary	North Hi Mount Elementary	M.M. Walton Elementary	W.J. Turner Elementary	T.A. Sims Elementary
George Clarke Elementary	East Handley Elementary	H.V. Helbing Elementary	Oakhurst Elementary	Sam Rosen Elementary	Washington Heights Elementary	Woodway Elementary
Lily Clayton Elementary	Christene C. Moss Elementary	Kirkpatrick Elementary	Natha Howell Elementary	Sagamore Hill Elementary	Waverly Park Elementary	Lowery Road Elementary
E.M. Daggett Elementary	Harlean Beal Elementary	Meadowbrook Elementary	Oaklawn Elementary	Richard J. Wilson Elementary	Westcliff Elementary	Western Hills Primary (PreK-1)
Clifford Davis Elementary	Cesar Chavez Elementary	Bonnie Brae Elementary	Seminary Hills Park Elementary	Dolores Huerta Elementary	Overton Park Elementary	Alice D. Contreras Elementary

**RATIONALE:**

The purchase of the Kindergarten through 2<sup>nd</sup> grade Spanish Learning Success kits will:

- Provide educational materials for Emergent Bilingual Students and Families that they wouldn't normally have access to.
- Help reinforce literacy and math skills learned in school.
- Encourage and facilitate at home learning.
- Empower families with information and materials to help their students succeed in school.
- Create opportunities for family engagement.

**INFORMATION SOURCE:**

Marcey Sorensen





**QUOTE**

Send POs to: Really Good Stuff LLC

P.O. Box 1111 Shelton CT 06484-1110

Tel: 877-867-1920 Fax: 203-268-1796

e-mail: reallygoodstuffsales@reallygoodstuff.com  
web: www.reallygoodstuff.com

<b>QUOTE NUMBER</b>
7750727
<b>ACCOUNT NUMBER</b>
0013030

**BILL TO:** FORT WORTH ISD  
ACCOUNTS PAYABLE  
100 N UNIVERSITY DR  
FORT WORTH, TX, 76107-1360  
United States of America

**SHIP TO:** FWISD MULTILINGUAL DEPT  
MELISSA LARA  
999 N UNIVERSITY DR  
FORT WORTH, TX, 76114-2336  
United States of America

QUOTE DATE	SHIP VIA	ACCOUNT MANAGER
03/03/2023	Ground & Residential	Sonia Serrano

QTY ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXT. PRICE
1130	168724	Spanish Learning Success Kin	32.00	36,160.00
1578	168732	Spanish Learning Success 1st	21.44	33,832.32
1604	168741	Spanish Learning Success 2nd	18.14	29,096.56
427	100CK1318	Ft. Worth ISD Kinder Kit	44.99	19,210.73

<b>MERCHANDISE TOTAL</b>	118,299.61
<b>SHIPPING &amp; PROCESSING</b>	0.00
<b>TAX</b>	0.00
<b>TOTAL</b>	118,299.61

100CK1318 contains 1 each of item 168874,168863,168761. Pricing valid for 90 days. RFP 23-088 - Teacher Instructional Supplies, Materials,

*Thank you for being a Really Good Stuff Customer!*



**Pricing is valid for 60 days**  
Please submit a copy of this quote with the purchase order.

PAGE: 1 of 1

Tel: 877-867-1920  
Fax: 203-268-1796

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**       **APPROVE PURCHASE OF ENGLISH AND SPANISH FAMILY  
READING BOOK COLLECTIONS FOR MULTILINGUAL FAMILY  
LITERACY EVENTS**

**BACKGROUND:**

District Northwest Evaluation Association (NWEA) MAP and the State of Texas Assessments of Academic Readiness (STAAR) data indicate that emergent bilingual students need to improve literacy scores. Studies show on average students lose about 20 percent gains in reading during the summer. To support summer reading and family engagement in literacy, books in English and Spanish will be given to parents and families that attend upcoming District events. The collection features engaging children’s books with illustrations and storylines that reflect the wide range of experiences of the diverse families and communities to which children belong. The order includes 150 titles in English and Spanish, a mix of fiction and nonfiction, and interest levels from grades Pre-Kindergarten (Pre-K) through Grade 5.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of English and Spanish Family Reading Book Collections for Multilingual Family Literacy
2. Decline to Approve Purchase of English and Spanish Family Reading Book Collections for Multilingual Family Literacy
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**       **Additional Details**

Special Revenue                   263-11-6329-0D3-999-25-590-000000-23F90

**COST:**

\$116,000

**VENDOR:**

Teaching Strategies, LLC

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

RFP #20-040 - Teacher Instructional Supplies, Materials, Equipment, and Service

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

West Handley	Burton Hill	Carroll Peak	Carter Park	Manuel Jara
George Clarke	Lily B. Clayton	E.M. Daggett	Rufino Mendoza	De Zavala
Diamond-Hill	S.S. Dillow	Eastern Hills	East Handley	C.C. Moss
Harlean Beal	Glen Park	W.M. Green	Greenbriar	VanZandt-Guinn
Hubbard Heights	H.V. Helbing	Kirkpatrick	Meadowbrook	D. McRae
M.H. Moore	Morningside	Charles Nash	North Hi Mount	Oakhurst
Natha Howell	Oaklawn	A.M. Pate	M.L. Phillips	Luella Merrett
Versia Williams	Maudrie Walton	Sam Rosen	Sagamore Hill	Richard Wilson
South Hi Mount	South Hills	Springdale	Sunrise McMillan	W.J. Turner
Washington Heights	Waverly Park	Westcliff	Westcreek	Western Hills
Worth Heights	David K. Sellars	T.A. Sims	Woodway	Lowery Road
Alice Contreras	Western Hills Primary	Clifford Davis	Cesar Chavez	Bonnie Brae
Seminary Hills	Dolores Huerta			

**RATIONALE:**

The purchase of these engaging, rich texts will support a reignited excitement around reading for summer and beyond. By providing literacy materials directly to families, we can promote reading at home and remove barriers to accessing great texts. Families who read at home or with their children help develop attitudes and habits that promote success in Pre-K, elementary school and beyond.

**INFORMATION SOURCE:**

Marcey Sorensen

**TEACHING STRATEGIES, LLC ("TS")**  
 4500 EAST-WEST HIGHWAY, SUITE 300  
 BETHESDA, MARYLAND 20814  
 301-634-0818

**Customer Name:** Fort Worth Independent School District  
**Customer Number:** 02A41420  
**Contact Name:** Cloris Rangel  
**Contact Email:** cloris.rangel@fwisd.org  
**Contact Title:** Director of Bilingual/ESL

**Prepared by:** Gwen Cheatham  
 gwen.c@teachingstrategies.com  
**Expiration Date:** 05-31-2023  
**Subscription Term:** -

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
38127 The Children's Book Collection for The Creative Curriculum (1 copy of 150 titles)	\$1,000.00	58	\$58,000.00
38134 The Children's Book Collection for The Creative Curriculum, Spanish (1 copy of 150 titles)	\$1,000.00	58	\$58,000.00
Subtotal:			\$116,000.00
Shipping:			\$0.00
Tax:			\$0.00
Total:			\$116,000.00

**BILL TO**

Billing Client: Fort Worth Independent School District  
 Billing Street: 100 N University Dr  
 Billing City: Fort Worth  
 Billing State: Texas  
 Billing Postal Code: 76107  
 Billing Country: United States

**SHIP TO**

Ship to Org: Fort Worth Independent School Distr  
 Ship to Attn: Cloris Rangel  
 Shipping Address Line 1: 2224 E. Lancaster Ave.  
 Shipping Address Line 2:  
 Shipping Address Line 3:  
 Shipping City: Fort Worth  
 Shipping State: Texas  
 Shipping Postal Code: 76103  
 Shipping Country: United States  
 Shipping Type: Standard

Bookshop Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

To return an item, please email [support@teachingstrategies.com](mailto:support@teachingstrategies.com) or call a Customer Support Specialist at 800.637.3652 Option 3 from 8:00 a.m. to 6:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: <https://kodokids.com/policies>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**       **APPROVE PURCHASE OF PRE-KINDERGARTEN/KINDERGARTEN LEARNING KITS FOR NEWLY ENROLLED PRE-KINDERGARTEN/KINDERGARTEN STUDENTS**

**BACKGROUND:**

Texas Kindergarten Entry Assessment System (TX-KEA) scores indicate a need to increase Kindergarten readiness. The Pre-Kindergarten/Kindergarten learning kits include supplemental readers and literacy tools for families to engage in early literacy development. Literacy tools will include writing instruments, interactive and educational games.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Purchase of Pre-Kindergarten/Kindergarten Learning Kits for Newly Enrolled Pre-Kindergarten/Kindergarten Students
2. Decline to Approve Purchase of Pre-Kindergarten/Kindergarten Learning Kits for Newly Enrolled Pre-Kindergarten/Kindergarten Students
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**       **Additional Details**

Special Revenue                   263-61-6399-0D9-999-25-590-000000-23F90

**COST:**

\$71,700

**VENDOR:**

School Specialty

**PURCHASING MECHANISM:**

**Competitive Solicitation**

*RFP #23-088 - Teacher Instructional Supplies, Materials, Equipment, and Services*

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

Student Placement Center

**RATIONALE:**

As part of the recruitment effort to increase Pre-Kindergarten/Kindergarten enrollment, these supplemental kits are being provided to new incoming Pre-K/Kindergarten students. The goal is to increase student kindergarten readiness and these kits include items that are educationally informative for young learners. Having a solid foundation in early literacy is critical for young early learners to read at a performing level. These book kits will enhance literacy and language skills.

**INFORMATION SOURCE:**

Marcey Sorensen



**QUOTE**

**SSL Quote Number:** Q-300979

**Status:** Presented

**Quote Name:**

**Currency:** USD

**Created Date:** 03-03-2023

**Expiration Date:** 04-28-2023

**Customer Number:** 137879

**Requestor Name:** Bee Garza

bedelia.garza@fwisd.org

8178157700

**Lift Gate Truck Required:**

**Inside Delivery:**

**Customer Program:** FORT WORTH INDEPENDENT SCHL DIST - TX

To place an order using this quote, contact:

Phone 888-388-3224

Email orders@schoolspecialty.com



**Sales Rep Name:** James Aldrich

**Sales Rep Email:** james.aldrich@schoolspecialty.com

**Sales Rep Phone:** (214) 406-9130

**Bill To:** FORT WORTH INDEPENDENT SCHL DIST

3150 MCCART AVE

FORT WORTH, TX 76110-3628

**Ship To:** STUDENT PLACEMENT CENTER 370

999 N UNIVERSITY DR

FORT WORTH, TX 76114-2336

**Notes:** RFP 23-088 TEACHER INST SUPPLIES, MATERIALS, EQUIPMENT AND SERVICES

Quantity	SSL Item	Customer Item #	Pack Size	Item Description	List Price	Your Price	Extended Price
500	1598956		Each	BACKPACK KINDERGARTEN READINESS ENGLISH	\$57.59	\$28.68	\$14,340.00
2000	1597398		Each	BACKPACK KINDERGARTEN READINESS SPANISH	\$57.59	\$28.68	\$57,360.00

**Subtotal** \$71,700.00

**Estimated Taxes** \$0.00

**Shipping & Handling** \$0.00

**Total** \$71,700.00

Accept this quote by sending back your purchase order number or signing it electronically. For orders over \$5,000.00, please submit a hard copy of your Purchase Order.

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Purchase Order Number:

\_\_\_\_\_

**Shipping Instructions:**

Pack Slip Notes:

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:        **APPROVE PURCHASE OF THE ARTS FLEX CURRICULUM  
RESOURCE RENEWAL****

**BACKGROUND:**

The Texas Education Agency (TEA) adopted textbook subscription for Visual Arts issued in 2015 has expired. A curriculum 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 the Art of Education FLEX Curriculum resource. This is a customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for Art education, which we purchased for the 2022 - 2023 school year. The one (1) year renewal includes product training and implementation support. Materials will be reusable yearly with subsequent purchases of FLEX Curriculum or until the Proclamation in 2027. The cost of the curriculum purchase is \$114,224 for a 12-month subscription with a one (1) month cost of \$9,518.08 to align with the fiscal year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of the Arts Flex Curriculum Resource Renewal
2. Decline to Approve Purchase of the Arts Flex Curriculum Resource Renewal
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of the Arts Flex Curriculum Resource Renewal

**FUNDING SOURCE:        *Additional Details***

General Fund                    199-11-6399-017-XXX-11-131-0000000

**COST:**

\$123,742.08

**VENDOR:**

Art of Education

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

*RFP #19-015-C - Theatrical Fine Arts Services*

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

All FWISD Schools

**RATIONALE:**

FLEX Curriculum provides standards-aligned curriculum materials to replace the resources that expired with the previous adoption. Teachers will have access to thousands of curriculum materials, including lessons, videos, resources, and assessments that can be customized for their classes and units. The curriculum is accessible from any device to download, print, screen share, or upload to their Canvas classroom site. New premium lessons, resources, assessments, and videos are added monthly to the platform, giving art teachers access to the most up-to-date resources for their students.

**INFORMATION SOURCE:**

Marcey Sorensen



# Fort Worth ISD - FLEX Curriculum Renewal

**Fort Worth Independent School District**  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107

Quote published: February 21, 2023  
Quote expires: June 29, 2023

**Tiffany Frohm**  
Fine Arts Curriculum  
tiffany.frohm@fwisd.org  
6825217369

**Comments from Cindy Tolliver**

**RFP 19-015-C**

License Term: July 1, 2023 - July 31, 2024

**Products & Services**

Item & Description	Quantity	Unit Price	Total
FLEX Curriculum   One Year Term FLEX Curriculum   Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	176	\$649.00	\$114,224.00 for 1 year
FLEX Curriculum   One Month Alignment FLEX Curriculum   Customizable curriculum platform with on-demand access to standards-aligned lesson plans and	176	\$54.08	\$9,518.08 for 1 months

Item & Description	Quantity	Unit Price	Total
instructional resources exclusively for art education. Includes product training and implementation support.			
School Success Package   Premium A comprehensive support package that includes access to a dedicated School Success Manager, teacher onboarding, live product training, implementation, progress monitoring, and ongoing support	1	\$0.00	\$0.00 for 1 year
<b>Subtotals</b>			
One-time subtotal			\$123,742.08
	<b>Total</b>		<b>\$123,742.08</b>

**Purchase terms**

To complete your purchase in a timely manner, please provide the following documents:

- Signed quote/service order form
- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

GT 3/1/23  
are attached below.

Click here to review our contract terms and conditions. Click here to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

**To complete your purchase in a timely manner, please provide the following documents:**

- **Signed Quote returned via email**
- **Purchase Order via email**
- **Sales Tax Exemption Certificate/Letter via email if applicable**
- **Terms are Net 30**
- **Terms and Conditions as mutually agreed to below.**

GT 3/1/23

**Any questions? Please let me know!**



Cindy Tolliver  
Senior School Success Manager  
cindytolliver@theartofeducation.edu  
+16413517148

The Art of Education University  
518 Main Street  
Suite A  
Osage, IA 50461

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:        **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION  
FLEET TRUCKS****

**BACKGROUND:**

Career and Technical Education (CTE) employees and teachers require the usage of District vehicles for field trips and competitions as well as the transportation of the Science, Technology, Engineering, and Mathematics (STEM) Mobile Labs. Currently, CTE has several vehicles that were purchased between 2007 and 2018. The CTE Department’s fleet of vehicles requires replacement in order to make sure the fleet remains operationally effective and safe. Supply chain issues over the last three (3) years have created a challenge in locating and securing new vehicles. As more supplies become available, the CTE Department has an opportunity to secure one (1) Ford F250 and two (2) Ford F450 trucks.

New vehicles are difficult to procure and arrangements have been made with a dealership to provide the vehicles. In the event the vehicles are not available after Board approval, a budgetary contingency plan to cover any cost increases to similar vehicles is provided.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Career and Technical Education Fleet Trucks
2. Decline to Approve Purchase of Career and Technical Education Fleet Trucks
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Career and Technical Education Fleet Trucks

**FUNDING SOURCE:        *Additional Details:***

General Fund                    199-21-6631-001-999-22-221-000000

**COST:**

\$187,168.69.....Quote  
\$28,075.30.....(15% Budgetary Contingency Plan)  
\$215,243.99.....Total Budgeted



**VENDOR:**

Sam Pack's Five Star Ford

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Buyboard Contract #601-19*

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

Career and Technical Education

**RATIONALE:**

The CTE department manages activities for 17,000 students participating in 40 programs of study and 53 Career and Technical Student Organizations (CTSO) including Esports and robotics groups. With the increase in students enrolled in a CTE program of study and the increase in students participating in a CTSO, the continued use of district supplied vehicles will not support the logistical needs of our students and teachers. CTE vehicles are needed to support students in career related activities and events occurring off-site. This exposure is invaluable to students as they prepare for college and career readiness within their chosen career pathway. In addition to transporting students to competitions and events, the vehicles are also used to transport over 250 students enrolled in a practicum or internship to workplace and testing sites. The purchase of these vehicles will provide transportation for students participating in CTSO, Esports and robotics competitions and events, as well as career-related and community sponsored events, internships and course requirements occurring off campus.

Along with transporting students, the vehicles are also used by the 300 CTE teachers (when available) as transportation to Professional Learning conferences throughout the school year as well as during the summer. Use of the vehicles for the conferences proves to be more fiscally responsible than paying mileage for personal car use.

Due to supply issues, new vehicles are difficult to procure. Arrangements have been made with the dealership to provide the identified vehicles. In the event the vehicles are not available after Board approval, it may become necessary to change the make, model, and year of the vehicles. A budgetary contingency plan to cover any cost increases for those similar vehicles, if any, is provided in the cost included below.

**INFORMATION SOURCE:**

David Saenz

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**

Cars and Light Trucks

Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Jose Deanda - Alan Rosner

Contract Name: BuyBoard 601-19

End User: FORT WORTH ISD

Sam Pack's Rep: AUSTIN MOORE

Contact: TIMOTHY ROGERS

Date: 2/22/2023

Contact TN/Email \_\_\_\_\_ Phone # 817-814-1530

Interior and Exterior Color Code

WHITE

Product Description: 2022 FORD F450 CHASSIS DRW

A. Bid Line # 129 Base Price: **\$ 29,209.00**

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic Transmission	Included			
	Air Conditioning	Included			
90L	POWER GROUP	\$ 1,125.00			
	CRUISE	\$ 335.00		UPGRADE TO CREW CAB	\$ 6,145.00
	SYNC SYSTEM	Included		6.7 L DIESEL	\$ 10,295.00
	7.3L V8 GAS ENGINE	INCLUDED		16500 GVWR PKG	INCLUDED
	4030 LIMITED SLIP AXLE	\$ 360.00			
	UPFITTER SWITCHES	Included			
	HD TRAILER TOW PKG	\$ 580.00			
	REAR VIEW CAMERA PREP	\$ 415.00			
	SPARE TIRE	\$ 350.00			
	TRAILER BRAKE CONTROLLER	\$ 270.00			

**Total of B. - Published Options \$ 19,875.00**

**C. Dealer Published Options**

Code	Description	Bid Price	Code	Description	Bid Price
473	SNOW PLOW PREP PKG	\$ 250.00		YEAR GPC & PRICE DIFF	\$ 3,865.00
63A	UTILITY LIGHTING SYSTEM	\$ 160.00			

**Total of C. - Dealer Published Options \$ 4,275.00**

**D. Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price
	FLAT BED WITH GOOSE NECK	\$8,095.00			

Off Menu Options limited to 25% of Published Price Current % 15.17% Total of D. - Off Menu Options **\$8,095.00**

<b>Delivery Charges</b>	Miles @ \$: 1.49/PER MILE			\$ -
<b>Floorplan Expense</b>	60 Days	\$9.26 Per Diem		\$ 555.61
<b>Lot Insurance Expense</b>	60 Days	\$9.26 Per Diem		\$ 555.61
<b>Manufacturer Destination and Delivery</b>				\$ 1,695.00
			<b>Total Each</b>	\$ 64,260.22
<b>Quantity Ordered</b> <u>2</u>	<b>X F =</b>			\$ 128,520.45
<b>Administrative Fee</b>				\$ 400.00
<b>Trade In Allowance - Non-Equipment debits and credits</b>	<u>121</u>			\$ -
<b>TOTAL PURCHASE PRICE INCLUDING ADMIN FEE</b>				<b>\$128,920.45</b>

**Sam Pack's Five Star Ford**  
 1635 S. IH 35E Carrollton Texas, 75006  
 (888) 8 FLEET 9 (888-835-3389) - FAX 972-245-5278

### CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks  
 Team Members - Kevin Moore - Jessica Wooten - Jorge Guerra - Alan Rosner  
 BuyBoard - 601-19

End User: FORT WORTH ISD Sam Pack's Rep: AUSTIN MOORE  
 Contact: Timothy Rogers Date: 1/26/2023  
 Contact TN/Email \_\_\_\_\_ Phone # \_\_\_\_\_

Product Description: 2022 FORD F250 XL SUPERCAB 4X4

Interior and Exterior Color Code	White
----------------------------------	-------

**A. Bid Line # #125 Base Price: \$ 22,706.00**

**B. Published Options (Itemize Each Below)**

Code	Description	Bid Price	Code	Description	Bid Price
	Automatic	included			
	164 WB	\$ 400.00		POWER GROUP	\$ 1,125.00
	VINYL SEATS	included		CRUISE	\$ 325.00
	SUPERCAB UPGRADE	\$ 5,885.00		SYNC SYSTEM	INCLUDED
	6.2L V8	included		REVERSE SENSOR	\$ 245.00
	SYNC SYSTEM	included		4X4	\$ 3,660.00
	3.55 E- LOCKING AXLE	\$ 430.00	67B	10400# GVWR PKG	INCLUDED
	TRAILER BRAKE CONTROLER	\$ 300.00		6.7L DIESEL UPGRADE	\$ 10,495.00
	UP FITTER SWITCHES	\$ 165.00		REARVIEW CAMERA CHMSL	\$ 200.00
	Tow Package	included			
	SKID PLATES	\$ 100.00		2022 MODEL YEAR GPC DIFF	\$ 7,250.00
<b>Total of B. - Published Options</b>					<b>\$ 30,580.00</b>

**C. Dealer Published Options**

Code	Description	Bid Price	Code	Description	Bid Price

**Total of C. - Dealer Published Options \$ -**

**D. Off Menu Options**

Code	Description	Bid Price	Code	Description	Bid Price
	RUNNING BOARDS	\$675.00			
	GOOSE NECK HIDE AWAY HITC	\$995.00			
	SRAY IN BED LINNER	\$595.00			

Off Menu Options limited to 25% of Published Price Current % 4.25% **Total of D. - Off Menu Options** **\$2,265.00**  
 Delivery Charges \_\_\_\_\_ Miles @ \$1.49/mile 30 \$ -  
 Floorplan Expense \_\_\_\_\_ Days 30 \$8.37 Per Diem \$ 251.12  
 Lot Insurance Expense \_\_\_\_\_ Days 30 \$8.37 Per Diem \$ 251.12  
 Manufacturer Delivery Fee \_\_\_\_\_ \$ 1,795.00  
**Total Each** \$ 57,848.24  
 Quantity Ordered 1 X F = \$ 57,848.24  
 Administrative Fee \$ 400.00  
 Trade In Allowance - Non-Equipment debits and credits 122  
**TOTAL PURCHASE PRICE INCLUDING ADMIN FEE** **\$58,248.24**

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION  
FLEET SUBURBANS**

**BACKGROUND:**

Career and Technical Education (CTE) employees and teachers require the usage of District vehicles for field trips and competitions. Currently, the CTE Department has several vehicles that were purchased between 2007 and 2018. The CTE Department’s fleet of vehicles requires replacement in order to make sure the fleet remains operationally effective and safe. Supply chain issues over the last three (3) years have created a challenge in locating and securing new vehicles. As more supply has become available, the CTE Department has an opportunity to secure two (2) 2023 Chevrolet Suburbans.

Vehicles are difficult to procure and arrangements have been made with a dealership to provide the vehicles. In the event the vehicles are not available after Board approval, a budgetary contingency to cover any cost increases to similar vehicles is provided.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Career and Technical Education Fleet Suburbans
2. Decline to Approve Purchase of Career and Technical Education Fleet Suburbans
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Career and Technical Education Fleet Suburbans

**FUNDING SOURCE:       *Additional Details***

General Fund                   199-21-6631-001-999-22-221-000000

**COST:**

\$110,960.00.....Quote  
\$16,644.00.....(15% Budgetary Contingency Plan)  
\$127,604.00.....Total Budgeted

**VENDOR:**

Caldwell Country Chevrolet / Rockdale County Ford / Cameron County CDJR

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Buyboard Contract #601-19*

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

Career and Technical Education

**RATIONALE:**

The CTE department manages activities for 17,000 students participating in 40 programs of study and 53 Career and Technical Student Organizations (CTSO) including Esports and robotics groups. With the increase in students enrolled in a CTE program of study and the increase in students participating in a CTSO, the continued use of district supplied vehicles will not support the logistical needs of our students and teachers. CTE vehicles are needed to support students in career related activities and events occurring off-site. This exposure is invaluable to students as they prepare for college and career readiness within their chosen career pathway. In addition to transporting students to competitions and events, the vehicles are also used to transport over 250 students enrolled in a practicum or internship to workplace and testing sites. The purchase of these vehicles will provide transportation for students participating in CTSO, Esports and robotics competitions and events, as well as career-related and community sponsored events, internships and course requirements occurring off campus.

Along with transporting students, the vehicles are also used by the 300 CTE teachers (when available) as transportation to Professional Learning conferences throughout the school year as well as during the summer. Use of the vehicles for the conferences proves to be more fiscally responsible than paying mileage for personal car use.

Due to the supply issues, new vehicles are difficult to procure. Arrangements have been made with the dealership to provide the identified vehicles. In the event the vehicles are not available after Board approval, it may become necessary to change the make, model, and year of the vehicles. A budgetary contingency plan to cover any cost increases for similar vehicles, if any, is provided in the cost.

**INFORMATION SOURCE:**

David Saenz

# Vehicle Quote

Quote No.: DL 220488  
 Exp. Date: Mar 25, 2023

Prepared for: Fort Worth ISD  
 Fort Worth Texas  
 Timothy Rogers  
 timothy.rogers@fwisd.org

NAME	PRICE	QTY	SUBTOTAL
2023 Chevrolet Suburban See attached specifications	\$54,800.00	2	\$109,600.00
			
Upfit Equipment	\$0.00	0	\$0.00
Floor Plan Interest	\$0.00	0	\$0.00
Delivery	\$480.00	2	\$960.00
COOP Fee	\$400.00	1	\$400.00
			<b>\$110,960.00</b>
Buy Board 601-19		Discount	\$0.00
		Tax	\$0.00
		<b>Total</b>	<b>\$110,960.00</b>

**\*\*PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED\*\***





## Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2023 Chevrolet Suburban (CC10906) 2WD 4dr Commercial





# Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2023 Chevrolet Suburban (CC10906) 2WD 4dr Commercial (✔ Complete)

Quote: 2023 Chevrolet Suburban 1FL

## Selected Model and Options

### MODEL

CODE	MODEL
CC10906	2023 Chevrolet Suburban 2WD 4dr Commercial

### COLORS

CODE	DESCRIPTION
GAZ	Summit White

### EMISSIONS

CODE	DESCRIPTION
FE9	Emissions, Federal requirements

### ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8

### TRANSMISSION

CODE	DESCRIPTION
MHS	Transmission, 10-speed automatic

### AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

### PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1FL	Commercial Preferred Equipment Group

### WHEEL TYPE

CODE	DESCRIPTION
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum

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# Caldwell Country Chevrolet

David Lowry | 903.513.2316 | dlowry@caldwellcountry.com

Vehicle: [Fleet] 2023 Chevrolet Suburban (CC10906) 2WD 4dr Commercial (✔ Complete)

Quote: 2023 Chevrolet Suburban 1FL

## TIRES

CODE	DESCRIPTION
QDF	Tires, 265/65R18SL all-season, blackwall

## PAINT

CODE	DESCRIPTION
GAZ	Summit White

## SEAT TYPE

CODE	DESCRIPTION
AZ3	Seats, front 40/20/40 split-bench

## SEAT TRIM

CODE	DESCRIPTION
H0U	Jet Black, Premium cloth seat trim

## RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
VK3	License plate front mounting package

**Options Total**

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**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE AUTHORIZATION TO PURCHASE STATE ADOPTED  
SOCIAL STUDIES 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 Social Studies 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 Social Studies materials.

Purchases authorized under this item will extend access to online textbooks and program resources currently in adoption for use by grades 6-12 students and teachers.

All instructional materials proposed for purchase have been adopted by the SBOE. 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.

Recent state level action has lengthened the gap year period for the next K-12 Social Studies Instructional Materials Adoption from two (2) years to an unknown time frame. In November 2022, SBOE voted to pause the writing of new K-12 Social Studies Texas Essential Knowledge and Skills (TEKS) and will not resume until the 2024 - 2025 school year at earliest. K-12 Social Studies Instructional Materials was removed from Proclamation 2025 subsequent to pausing TEKS writing. Typically, SBOE and TEA schedule a new adoption for the year immediately after new TEKS are scheduled for approval. However, a precise time frame for state-level TEKS approval is currently undetermined. The need to address gap years beyond the 2024 - 2025 school year is anticipated. Purchases beyond the 2024 - 2025 school will require Board authorization.

**STRATEGIC GOAL:**

1-Increase Student Achievement

**ALTERNATIVES:**

1. Approve Authorization to Purchase Social Studies Instructional Materials
2. Decline to Approve Authorization to Purchase Social Studies Instructional Materials
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization to Purchase Social Studies Instructional Materials

**FUNDING SOURCE:**                      *Additional Details*

General Fund                                      199-11-6399-018-XXX-11-137-000000

**COST:**

\$528,477.65

**VENDORS:**

Cengage/National Geographic.....\$146,712.50  
Houghton-Mifflin.....\$180,405.00  
McGraw-Hill.....\$201,360.15

**PURCHASING MECHANISM**

It is the intent of the district to use the recommended publisher's list from TEA for these purchases.

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Middle and High Schools

**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



To place your order: select [Submit Customer Purchase Order Here](#)

Confidential Price Quote (6362304)

[Submit Customer Purchase Order Here](#)

3/9/2023

Pricing on this Proposal Guaranteed: **10/6/2023**

**Presented To:** Joseph Niedziela, [joseph.niedziela@fwisd.org](mailto:joseph.niedziela@fwisd.org)

**Prepared By:** Michael Bailey, (770) 841-3553, [michael.bailey@cengage.com](mailto:michael.bailey@cengage.com)

SHIP TO: FT WORTH IND  
SCHOOL DISTRICT  
Joseph Niedziela  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107  
USA

BILL TO: FT WORTH IND  
SCHOOL DISTRICT  
Joseph Niedziela  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706

<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: SS\_WCG\_GapYear\_1YR\_2023

Qty	Update Qty	Product	Price	Quoted Price	Total
5500	<input type="text"/>	<a href="#">IAC MTS WCG SURVEY TX ED 1YR</a> National Geographic Learning 1st Edition [K12, 2016] 9780357861912 / 0357861914	\$24.25	\$24.25	\$133,375.00

Sub-Total: \$133,375.00  
+ Estimated Shipping and/or Process Fee: \$13,337.50

**TOTAL: \$146,712.50**

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

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# Houghton Mifflin Harcourt

**Proposal #008644134**

Prepared For

## **Ft Worth Ind School District**

100 N University Dr  
Fort Worth TX 76107

**Attention:**

**Joseph Niedziela**  
**joseph.niedziela@fwisd.org**

For the Purchase of:

## **HMH Social Studies**

Prepared By  
Melissa Floyd  
melissa.floyd@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Joseph Niedziela  
joseph.niedziela@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
<b>Grade 7</b>					
<b>Student</b>					
1609845 9780544550513	2016 Texas HMH History Digital/Mobile Student Resource Package 1 Year	c \$16.35	5,000	\$81,750.00	
<b>Total for Student</b>				<b>\$81,750.00</b>	
<b>Teacher</b>					
1786048 9780358375326	2016 Texas HMH History with 1 Year Digital Grade 7 Digital/Mobile Teacher Resource Package	\$156.30			66
<b>Total for Teacher</b>				<b>\$0.00</b>	
<b>Total for Grade 7</b>				<b>\$81,750.00</b>	
<b>Grade 8</b>					
<b>Student</b>					
1609860 9780544550667	United States History Texas Digital/Mobile Student Resource Package 1 Year Early Colonial Period Through Reconstruction 2016	c \$16.35	5,300	\$86,655.00	
<b>Total for Student</b>				<b>\$86,655.00</b>	
<b>Teacher</b>					
1786256 9780358375234	2016 Texas United States History: Early Colonial Period Digital/Mobile Teacher Resource Package with Class Set with 1 Year Digital Grade 8	\$1,603.75			70
<b>Total for Teacher</b>				<b>\$0.00</b>	
<b>Total for Grade 8</b>				<b>\$86,655.00</b>	
<b>Grade 9</b>					
<b>Student</b>					
1211842 9780554028583	Sociology: The Study of Human Relationships Student Access (1-year subscription)	c \$24.00	500	\$12,000.00	
<b>Total for Student</b>				<b>\$12,000.00</b>	
<b>Teacher</b>					
1211846 9780554028606	Sociology: The Study of Human Relationships Online Teacher's Edition (1-year sub scription)	c \$35.00			6
<b>Total for Teacher</b>				<b>\$0.00</b>	
<b>Total for Grade 9</b>				<b>\$12,000.00</b>	

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Joseph Niedziela  
joseph.niedziela@fwisd.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

133  
**HMH Confidential and Proprietary**

Proposal for  
Ft Worth Ind School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
------	-------	-------	----------	-----------------------	-------------------------

<i>Total Savings:</i>	\$122,788.30
<i>Subtotal Purchase Amount:</i>	\$180,405.00
<i>Shipping &amp; Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$0.00

---

**Total Cost of Proposal (PO Amount): \$180,405.00**

Send **Check Payments** to:  
 Houghton Mifflin Harcourt Publishing Company  
 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Joseph Niedziela  
 joseph.niedziela@fwisd.org

Send **Orders** to:  
 orders@hnhco.com  
 FAX: 800-269-5232

**HMH Confidential and Proprietary**

**Total Cost of Proposal (PO Amount): \$180,405.00**

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.
 

<b>Ship to:</b>	<b>Sold to:</b>
Fort Worth ISD	Fort Worth ISD
100 N University Dr	100 N University Dr
Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/10/2023

Proposal Expiration Date: 4/30/2023



**Houghton Mifflin Harcourt**

Send **Check Payments** to:  
 Houghton Mifflin Harcourt Publishing Company  
 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Joseph Niedziela  
 joseph.niedziela@fwwis.org

Send **Orders** to:  
 orders@hnhco.com  
 FAX: 800-269-5232

**HMH Confidential and Proprietary**

008644134 Sold:0000270630 Ship:0000270630

Page 4 of 4

Please submit this form with your purchase order





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:**

Xavier Pantoja  
xavier.pantoja@fwisd.org  
(817) 871-2000

**CONTACT:**

Xavier Pantoja  
xavier.pantoja@fwisd.org  
(817) 871-2000

**SALES REP INFORMATION:**

Kim Julius  
kim.julius@mheducation.com  
817-988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">TX Social Studies-1yr digital</a>	\$209,652.09	(\$8,291.94)	\$201,360.15
<b>PRODUCT TOTAL*</b>	\$209,652.09	(\$8,291.94)	\$201,360.15
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
<b>GRAND TOTAL*</b>			<b>\$201,360.15</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 02/22/2023

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 04/08/2023

QUOTE NUMBER: SRICH-02222023082240-001

ACCOUNT #: 411802

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>TX Social Studies-1yr digital</b>					
WORLD GEOGRAPHY STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION	978-0-02-143345-2	5737	\$9.99	\$0.00	\$57,312.63
WORLD GEOGRAPHY TEACHER LESSON CENTER 1 YEAR SUBSCRIPTION	978-0-02-143349-0	196	\$12.99	\$2,546.04	*Free Materials
WORLD HISTORY TEXAS STUDENT CENTER 1 YEAR SUBSCRIPTION	978-0-07-660601-6	5246	\$9.99	\$0.00	\$52,407.54
WORLD HISTORY TEXAS TEACHER CENTER 1 YEAR SUBSCRIPTION	978-0-07-660606-1	165	\$12.99	\$2,143.35	*Free Materials
UNITED STATES HISTORY SINCE 1877 TEXAS STUDENT LEARNING CENTER 1YR SUB	978-0-07-660856-0	4102	\$9.99	\$0.00	\$40,978.98
UNITED STATES HISTORY SINCE 1877 TEXAS TEACHER LESSON CENTER 1YR SUB	978-0-07-660857-7	105	\$12.99	\$1,363.95	*Free Materials
UNITED STATES GOVERNMENT TEXAS STUDENT LEARNING CENTER 1 YEAR BUNDLE COMPONENT	978-0-02-135791-8	1950	\$12.99	\$0.00	\$25,330.50
UNITED STATES GOVERNMENT TEXAS TEACHER LESSON CENTER 1 YEAR BUNDLE COMPONENT	978-0-02-135792-5	70	\$18.99	\$1,329.30	*Free Materials
ECONOMICS TEXAS STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION	978-0-02-145166-1	1950	\$12.99	\$0.00	\$25,330.50
ECONOMICS TEXAS TEACHER LESSON CENTER 1 YEAR SUBSCRIPTION	978-0-02-145663-5	70	\$12.99	\$909.30	*Free Materials
<b>TX Social Studies-1yr digital Subtotal:</b>				<b>\$8,291.94</b>	<b>\$201,360.15</b>

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ACCOUNT NAME: Fort Worth Isd  
 ACCOUNT #: 411802

EXPIRATION DATE: 04/08/2023  
 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:**

Xavier Pantoja  
xavier.pantoja@fwisd.org  
(817) 871-2000

VALUE OF ALL MATERIALS	\$209,652.09
FREE MATERIALS	(\$8,291.94)
<b>PRODUCT TOTAL*</b>	<b>\$201,360.15</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$201,360.15</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Xavier Pantoja  
xavier.pantoja@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 shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[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](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://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**

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McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 02/22/2023

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EXPIRATION DATE: 04/08/2023

QUOTE NUMBER: SRICH-02222023082240-001

ACCOUNT #: 411802

PAGE #: 3

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE ELEVATOR AND WHEELCHAIR LIFT CONTRACTED SERVICES**

**BACKGROUND:**

On October 25, 2022, the Board approved District Operations to purchase elevator and wheelchair lift installations, repairs and preventative maintenance services across the District, utilizing vendors that were awarded through purchasing cooperatives. The Board approved a not-to-exceed amount of \$460,000 for a list of vendors that could be used for various parts and services. Since October, the purchasing mechanism (Request for Proposal {RFP}) used for the elevator and wheelchair maintenance Board item has expired. RFP #23-072 is the replacement bid for this vendor and services, and is for one (1) year, with an option to renew for up to three (3) years. The District determined that this bid provided the best value for the District.

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 among all vendors listed and complies with procurement methods set forth in policy CH(LEGAL).

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Elevator and Wheelchair Lift Contracted Services
2. Decline to Approve Elevator and Wheelchair Lift Contracted Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Elevator and Wheelchair Lift Contracted Services

**FUNDING SOURCE:**       *Additional Details:*

General Fund                      Department Budgets as Determined

**COST:**

Not-to-Exceed \$460,000 (*For RFP #23-072.*)

**VENDORS:**

K & M Elevator, LLC  
DFW Elevator Repair, LLC  
Genesis Elevator Services, LLC  
Prestige Elevator Services  
American Elevator Technologies  
SW Elevators, LLC

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

*RFP #23-072 - Preventive Maintenance for Elevators & Wheelchair Lifts*

*Bid/Proposal Statistics*

Bid Number: 23-072

Number of Bid/Proposals received: 6

HUB Firms: 1

Compliant Bids: 6

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

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

Transportation Department

**RATIONALE:**

Approving the elevator and wheelchair lift contracted services will ensure that District Operations quickly provides necessary services to maintain equipment functionality for the rest of the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE ENERGY SAVINGS CONTRACT**

**BACKGROUND:**

Fort Worth ISD (FWISD) is currently in its sixth year of partnership with an energy provider. The provider helps with energy management services and a reduction in energy usage and costs through behavior and equipment servicing. With the contract expiring, FWISD wishes to enter into a new agreement using a fixed pricing structure that benefits the District.

The term for this agreement shall be for 36 months beginning on April 1, 2023, and ending on April 1, 2026. Each year, the Operations Division will seek approval from the Board for payment on each fiscal year.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Energy Savings Contract
2. Decline to Approve Energy Savings Contract
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Energy Savings Contract

**FUNDING SOURCE:       *Additional Details***

General Fund                      199-51-6291-CEN-999-99-414-000000

**COST:**

\$873,600 (*Yearly*)

**VENDOR:**

Cenergistic, LLC

**PURCHASING MECHANISM:**

**Cooperative Agreement**

*CTPA Interlocal Agreement #19P-012LP*

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

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

District - Wide

**RATIONALE:**

Approval will allow the District to continue to be energy as well as economically efficient

**INFORMATION SOURCE:**

Joseph Coburn

## CENERGISTIC LLC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district ("**Client**" or "**District**"), and Cenergistic LLC ("**Cenergistic**"). Cenergistic agrees to perform certain services for the Client beginning on April 1, 2023 ("**Start Date**"), on an independent contractor basis, and the Client desires to accept such services. Client and Cenergistic may be collectively referred to as the "Parties" or individually as the "Party." Client and Cenergistic agree as follows:

1. **Cenergistic Services and Responsibilities.** Cenergistic agrees to perform the following energy management and healthier building services ("**Services**"):
  - a. Provide on-site and remote assessments of the Client's facilities and equipment on an ongoing basis and formulate and deliver energy management recommendations (in real time as conservation opportunities present themselves, as well as periodically, as we recommend best practices) based on those assessments ("**Program**").
  - b. Schedule and conduct initial kickoff meetings with key members of Client's staff.
  - c. Provide access to and training to Client on the Cenergistic proprietary software.
  - d. Employ, train, and supervise an Energy Specialist to lead the Client's implementation of the Program. The Energy Specialist will be a Cenergistic employee dedicated to implementing the Program in the Client's facilities. Cenergistic pays the salary, benefits, and other expenses related to such Energy Specialist. Cenergistic will not assign an Energy Specialist to the Client or maintain an Energy Specialist for the Program that is unacceptable to the Client. Such acceptance may not be unreasonably withheld.
  - e. Provide extensive resources (including remote and on-site assessments by Cenergistic specialists), support, training, action planning, and education to the Client relating to the Program. There are weekly, monthly, and quarterly touchpoints for such support.
  - f. Build energy plans for each Client campus/facility, including simulation models that can be used to estimate the energy consumption impact of any actual or potential change in equipment or other infrastructure.
  - g. Provide monthly reporting on the energy consumption and Total Savings (as defined below) at the meter, building, and organizational level.
  - h. Provide semi-annual board updates on the Program.
  - i. Provide ongoing occupied and unoccupied audits and assessments of Client campuses, facilities, and equipment to identify energy savings and healthier building opportunities.
2. **Client Responsibilities.** Because a cooperative and collaborative relationship is needed between the Client and Cenergistic to realize the benefits of the Program, Client agrees to perform the following:
  - a. Require key stakeholders to attend the initial kickoff meetings.



- b. If requested by Cenergistic from time to time throughout the Term, require representatives of the Human Resources Department to participate in interviews by Cenergistic for a prospective energy specialist.
  - c. Provide a reasonable workspace, internet access, email address (for energy specialists only), building keys, parking access, and alarm codes to Cenergistic personnel, only as needed to perform the services under this Agreement, within ten (10) days of the Start Date.
  - d. Continue to follow the existing: (i) administrative guidelines ("**Guidelines**") for the Program and communicate those guidelines to its employees, contractors, and other on-site service providers, and (ii) Board policy reflecting a high level of support for the Program.
  - e. The Client shall maintain its existing license of the energy accounting software ("**Energy Accounting Software**") from EnergyCAP, Inc., or, at Cenergistic's request at any time during the Term, another Energy Accounting Software; provided however, that such change shall not occur without Client's prior consent, which consent shall not be unreasonably withheld.
  - f. On or before the Start Date, appoint (and maintain) a cabinet-level employee to act as Program Liaison to be reasonably accessible and responsive to Cenergistic and attend, at Cenergistic's expense, training on the Program Liaison's role and best practices.
  - g. Within five (5) days of the Start Date, (i) provide Cenergistic personnel with reasonable access and authority (within the Guidelines) to program and make changes to the settings and run times of all facilities' equipment and systems (for example, HVAC, water, and sewer, lighting, time clocks, thermostats), whether controlled by EMS or otherwise; and (ii) expand comfort tracking procedures to route any comfort complaints to the Energy Specialist.
  - h. Promptly make all utility records for the past five (5) fiscal years and during the Term available for review and copying.
  - i. Timely respond to Cenergistic requests regarding information impacting energy consumption independent of the energy program, such as equipment upgrades and occupancy changes.
  - j. Facilitate annual presentations by Cenergistic regarding the Program to the Client's governing body.
3. **Fees.** Client shall pay Cenergistic \$72,800 per month ("**Monthly Fee**") for each month of the Term. Cenergistic will submit invoices to the Client monthly on or near the last day of each calendar month. Payment of such invoices will be due within thirty (30) days of the Client's receipt of such invoice. Cenergistic may suspend Services and the Program if an invoice is sixty (60) or more days past due.
  4. **Term.** The term of this Agreement shall be for thirty-six (36) months beginning on the Start Date and ending on the last day of the 36<sup>th</sup> month following the Start Date ("**Term**").
  5. **Measurement of Savings and Total Savings.** The value of the reduced energy consumption resulting from the Program ("**Savings**") will be measured following the Measurement and Verification Plan ("**M&V Plan**") attached to this Agreement, and "**Total Savings**" will be as defined in the M&V Plan.
  6. **Cenergistic Guarantee.** Provided the Client substantially performs its responsibilities under Section 2 and does

not terminate the Agreement for Convenience, on each of the three (3) anniversaries of the Start Date, if the sum of the Monthly Fees and the fees associated with licensing the Energy Accounting Software (if any) paid over the prior twelve (12) month period exceeds the cumulative Total Savings over that same period, then Cenergistic will refund that difference to the Client within 30 days after the Total Savings for that twelve (12) month period have been finalized.

7. **Not Performing Obligations.** If the Client is not substantially performing its responsibilities under Section 2, Cenergistic will provide the Client with written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations to remedy). The Client will have a reasonable time (not to exceed 30 days from the date of the notice) to cure such failure. If the Parties disagree on whether the Client is substantially performing its responsibilities under Section 2, the Parties agree to meet to resolve the differences as set out in paragraph 12 below.
8. **Termination.**
- a. *For Cause.* Either Party may terminate this Agreement for cause upon the other Party's failure to cure a material breach after written notice specifically describing the breach and giving that Party a reasonable (not fewer than 30 days) opportunity to cure the claimed breach. Upon Client's termination for a Cenergistic breach, Client shall pay all unpaid Monthly Fees through the effective date of termination for work actually performed.
  - b. *For Convenience by Client.* The Client may terminate this Agreement at any time for any reason or no reason (including if there is no appropriation of funding) upon six (6) month prior written notice to Cenergistic provided that Client pays all unpaid Monthly Fees through the date of termination. Cenergistic will continue to provide the Services under this Agreement until the effective date of termination.
  - c. *[Reserved]*
  - d. *Impact of Termination.* Upon termination of this Agreement for any reason (including expiration of the Term or any renewal of the Term), Client will (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the Client in connection with the Program; (b) return or allow the removal by Cenergistic of any monitoring or sensor devices installed by Cenergistic; (c) cease using the Proprietary Information and implementing the Program; and (d) continue to provide the information set forth in Section 2.h. and 2.i. to the extent such information is within the Term to enable Cenergistic to calculate Savings (or Cenergistic will estimate Savings for any periods for which Client does not provide information).
9. **Data and Sustainability Benefits.** Cenergistic retains the right and title to anonymous data collected from Clients' buildings solely for the purpose of improving its software, improving its Program, tracking all clients' total consumption and savings, and reporting or realizing associated benefits from carbon credits, energy savings, and other sustainability benefits that may now or in the future, have value in the market for carbon savings created by Cenergistic's proprietary know-how and work.

## 10. **Client Agreements.**

- a. *Non-solicitation.* During the Term of the Agreement and for a period of two (2) years after the termination of this Agreement, the Client agrees that they will not solicit, hire, or retain any employee of Cenergistic. Notwithstanding the above, the Client may engage in general solicitation of potential job candidates, such as posting job openings on public job boards or responding to job applications, so long as the Client is not specifically targeting or soliciting employees of Cenergistic.
  - b. *Confidential and Proprietary Information.* The Client will have access to and use of (1) Cenergistic's energy management program; (2) materials that are copyrighted, patented, protected by trade secrets and other information that is proprietary to Cenergistic; and (3) proprietary Cenergistic software, upon acceptance of the "click through" Terms of Services and/or License Agreement which are incorporated by reference (provided that any conflicts between the terms of such click through and this Agreement will be governed by the terms of this Agreement). Items (1) through (3), along with all database files created using the Energy Accounting Software, are "**Proprietary Information.**" The Client agrees that Cenergistic is the owner of all right, title, and interest in and to the Proprietary Information and that nothing contained in this Agreement shall be construed as granting any ownership right to the Client in any Proprietary Information or any invention or any patent, copyright, trademark, or other intellectual property rights. The Client shall not make, have made, use, or sell for any purpose, any product or process using, incorporating, or derived from any Proprietary Information nor copy, modify, reverse engineer, decompile, create other works from, or disassemble any software programs in the Proprietary Information. The Client shall keep the Proprietary Information (including all copies) confidential to the full extent permitted by law. Cenergistic acknowledges that the Client is subject to the Texas Public Information Act (TPIA) and its limited exceptions. Upon a valid request under the TPIA for information related to this Agreement, Client will provide Cenergistic with third party notice but assumes no other responsibility. It will be the responsibility of Cenergistic to brief the Texas Attorney General on why such information should be excluded from disclosure. Any data provided by the Client to Cenergistic will be governed under the Data Sharing Agreement between the Parties, hereby attached and incorporated into this Agreement. The Client's obligations under this paragraph survive termination of this Agreement. The Client agrees that breach of this paragraph will cause Cenergistic irreparable harm for which recovery of money damages would be inadequate and that Cenergistic shall therefore be entitled to obtain immediate and permanent injunctive relief, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.
11. **Assignment.** Neither Party may assign this Agreement without written consent from the other Party. Such consent may not be unreasonably withheld.
12. **Dispute Resolution.** Open communication and cooperation of the parties are vital to the Program's success and the settlement of disputes if they arise. If a dispute persists, either Party may suggest an executive meeting for review and resolution. The Party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting to review the issues and solution options. The executive officer for each Party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this

Agreement shall be subject to litigation proceedings before completing the meeting, except for an action to seek injunctive relief. Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.

**13. INDEMNIFICATION.**

- a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENERGISTIC MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT AND ONLY TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF CENERGISTIC, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CENERGISTIC OR ANYONE THAT CENERGISTIC CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES") BUT SPECIFICALLY EXCLUDING LIABILITIES ARISING FROM THE NEGLIGENT, WRONGFUL OR TORTIOUS ACT OF ANY OF THE INDEMNIFIED PARTIES OR ANY THIRD PARTY.
- b. CENERGISTIC MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CENERGISTIC, OR BY DISTRICT AT THE DIRECTION OF CENERGISTIC, OF ANY ARTICLE OR MATERIAL PURSUANT TO THIS AGREEMENT, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY CENERGISTIC AND CENERGISTIC MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CENERGISTIC DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CENERGISTIC AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- c. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001–131.005, as amended. This section must survive the termination of the Agreement. Cenergistic understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

14. **Right to Audit.** Cenergistic shall maintain documentation for all amounts invoiced under this Agreement. The books, records, and documents of Cenergistic, insofar as they relate to savings calculations, or money paid or received under this Agreement, shall be available for inspection and audit by the District at District's written request upon reasonable notice and during normal business hours.
15. **Miscellaneous.**
- a. **Credentials.** Cenergistic agrees that all required certifications, licensures, and credentials, necessary for providing the services under this Agreement, will be maintained at all times.
  - b. **Conflict of Interest.** Cenergistic, by signing this Agreement, certifies that Cenergistic does not have a conflict of interest relative to the services to be rendered on behalf of the District.
  - c. **Independent Contractor.** It is expressly understood and agreed by both Parties that the District is contracting with Cenergistic an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other Party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of Cenergistic.
  - d. **Taxes.** Cenergistic must not require the District to pay taxes of any kind.
  - e. **Insurance.** Cenergistic must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of Cenergistic. At all times during the Agreement term, Cenergistic must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:
    - (1) **Commercial General Liability Insurance:** Cenergistic must maintain throughout the term of this Agreement Commercial General Liability Insurance for bodily injury and property damage arising from Cenergistic's services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of Cenergistic, its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
 

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate
Class D Risk—large construction or service contracts above \$3,000,000.00.	
Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

- (2) **Automobile Liability Insurance:** Cenergistic must maintain in force throughout the term of this Agreement, comprehensive Automobile Liability Insurance covering Cenergistic and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.
- (3) **Workers' Compensation/Employers' Liability:** Cenergistic shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.
- (4) **Professional Liability Insurance:** The Professional Liability Insurance provided by Cenergistic must conform to the following requirements:

Cenergistic's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.

If on a claims-made basis, Cenergistic must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.

The minimum limits to be maintained by Cenergistic are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

- (5) **Umbrella Insurance Policy:** Cenergistic must maintain throughout the term of this Agreement an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

- (6) Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to Cenergistic's Policy(ies) required under this Agreement.
- (7) Upon District's request, Cenergistic must furnish the District with certificates of insurance evidencing Cenergistic's insurance coverage is consistent with the terms of this Agreement. Cenergistic must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to Cenergistic. Additionally, Cenergistic must be liable to the District for any and all damages incurred due to Cenergistic's failure to perform the Agreement terms. Cenergistic must name the District as an additional insured.
- f. **Hold Harmless.** The District and its employees can neither agree to hold Cenergistic harmless nor agree to indemnify Cenergistic, and any provisions to the contrary are void.
- g. **Waivers.** The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.
- h. **Non-Discrimination.** Cenergistic certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.
- i. **[Reserved]**

- j. **Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that Cenergistic and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Cenergistic and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.
- k. **Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Cenergistic affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- l. **Retention of Contracting Information.** Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Cenergistic agrees that the Agreement may be terminated, after notice and an opportunity to cure, if Cenergistic knowingly and intentionally fails to comply with a requirement of that subchapter.
- m. **Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
- n. **Entire Agreement Modifications.** Other than any response by Cenergistic to the District's Request for Proposals, if any, all oral or written agreements between the Parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between Cenergistic and District. Other than any response by Cenergistic to the District's Request for Proposals, if any, and along with any such response constitutes the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Cenergistic.
- o. **Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
- p. **Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- q. **Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- r. **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this Agreement for failures of performance (other than payment of money) resulting from acts or events beyond the reasonable control of such Party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.



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

To District: Fort Worth Independent School District  
 Name of District Contact: Dr. Joseph Coburn  
 Address: 100 N. University Dr.  
 Fort Worth, Texas 76107

With Copies to: Fort Worth Independent School District  
 Office of Legal Services  
 Attn: Chief Legal Counsel  
 100 N. University Dr., Ste. NE 226

To Cenergistic: Cenergistic LLC  
 Name of Vendor Contact: Attention: CEO and General Counsel  
 Address: 5950 Sherry Lane, Suite 900  
 City, State ZIP Code Dallas, Texas 75225

- t. **Applicable Laws.** The Parties agree to be bound by any amendments to any State or Federal laws referenced in this Agreement or which affect the services described herein upon the effective date of such amendments.
- u. **Inappropriate Behavior.** Sexual harassment of employees of Cenergistic, employees of the District, or students of District by Cenergistic or Cenergistic's employees is strictly forbidden. Any employee of Cenergistic who is found to have engaged in such conduct is subject to immediate removal from District property. Cenergistic and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>, to the same extent and in the same manner as those policies are applied to and enforced upon District personnel. In the event that Cenergistic or an individual under its control violate a District Board Policy, the District may require Cenergistic to exclude the violating individual from performing services under this Agreement. Cenergistic will be responsible to the District for acts and omissions of the Cenergistic's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of Cenergistic. It is understood and agreed that the relationship of Cenergistic to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to:

(1) make Cenergistic the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and Cenergistic. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from Cenergistic and must not affect Cenergistic's independent contractor status described herein. Cenergistic must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, on Cenergistic's employees, subcontractors, and all other persons carrying out the Agreement on Cenergistic's behalf. Cenergistic must also require adequate and appropriate dress and identification of Cenergistic's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, Cenergistic must further ensure that no inappropriate on-site fraternization will occur between personnel under Cenergistic's supervision and District's students, employees, or the general public; provided, however, that no actions by Cenergistic related to delivering the services under this Agreement will be deemed a violation of this prohibition. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site after notice and an opportunity to appeal and/or cure.

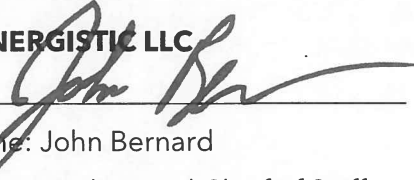
- v. **Accident and Incident Reporting.** [RESERVED].
- w. **Criminal Background Check.** Cenergistic agrees to require its employees to provide information and submit fingerprints to enable the District (at Cenergistic expense) to conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, confirm by the District that no employee or volunteer of Cenergistic working with, or having contact with, the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. Cenergistic must supply the District with a list of names of those employees or volunteers who must be cleared to work with students of the District. The cost of the criminal background check will be borne by Cenergistic. Cenergistic must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a "location where students are regularly present." A photographic identification badge, issued by a District approved third party company at the Cenergistic's expense, must identify Cenergistic's employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Cenergistic must give notice to the District prior to performing services under this Agreement if Cenergistic or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. After notice and an opportunity to cure, the District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.

- x. **Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If Cenergistic is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Cenergistic verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
  
- y. **Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.** If Cenergistic is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Cenergistic verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, 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 the contract against a firearm entity or firearm trade association.


[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date stated under that party's signature.

**CENERGISTIC LLC**

By:   
Name: John Bernard  
Title: President and Chief of Staff  
Date: March 2, 2023

**Fort Worth Independent School District**

By:   
Name: Joseph Coburn  
Title: Chief of Operations  
Date: Mar 2, 2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
3/7/2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## MEASUREMENT AND VERIFICATION PLAN

This document establishes the guidelines and identifies the methods for measurement of electricity, coal, fuel oil, propane, natural gas, water, sewer, or other utilities purchased by the Client ("**Energy**") and the cost savings achieved through the Program delivered by Cenergistic according to the Agreement.

1. **Scope:** The Program's scope includes all Energy in all facilities and infrastructure owned or leased by the Client. A whole building (facility) approach will be used because the Program impacts the entire facility's Energy reduction. All utility meters are included except meters for which: (i) energy consumption is immaterial; and/or (ii) the Program will not have a material impact on consumption (e.g., when on-site service providers do not follow the Client's energy policy and guidelines or when the Client chooses not to implement water conservation).
2. **Meter Specifications:** Utility-grade meters used for billing are the only meters used. Exceptions: For bulk fuel stored in tanks, manual measurements recorded by the Client or the provider may be used. In master-metered campus situations, submeters may be necessary to accurately identify buildings by building energy usage. If submeters are not used in master-metered campus situations, usage data provided by the Client for internal billing may be used.
3. **Calibrated Simulations:** In the event metering equipment is determined to be unreliable, unavailable, or does not accurately measure the effectiveness of the Program, Whole Building Calibrated Simulation, a process that uses a computer simulation tool to create a mathematical model of the building using pre-retrofit historic Energy consumption to project post-retrofit Energy consumption savings will be used.
4. **Baseline:** Using the Energy Accounting Software, the baseline period shall be established for each meter consisting of the twelve (12) consecutive months of October 1, 2014 through September 30, 2015. This data includes Energy consumption and demand data, and other independent and relevant variable factors (for example, occupancy type, building information such as square footage, etc.). For new construction, Cenergistic will use a Whole-Building Calibrated Simulation to compile the baseline.
5. **Adjustments:** Adjustments to the baseline period will be made by Cenergistic for material changes in conditions that are independent of the Program and by the Energy Accounting Software for material changes, as follows:
  - Floor space or square footage
  - Occupancy type, occupancy schedule, or equipment scheduling
  - Facility construction/renovation or hardware efficiency upgrades
  - Alignment of the base year's consumption period to the current billing period
  - Equipment malfunctions that impact energy usage
  - Operational changes that are outside the Program
  - Weather, provided the Energy Accounting Software contains such a function

Adjustment calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals, or Certified Energy Managers.

6. **Energy Value:** The dollar value of each unit of Energy use avoided is the all-in rate per meter for that unit of Energy. The all-in rate is determined monthly by dividing the total expense by the total consumption for that meter for that month as reported by the utility company or as set forth below for solar. ("**Energy Value**").  
 In the event that such expense or consumption is materially distorted due to an anomaly (e.g., a water leak), then such expense and/or consumption may be modified to correct for the impact of such anomaly. Solar shall be valued at the Energy Value of the utility company supplied meter for the site or by calculating the Energy Value using the solar power purchase agreement's annual adjusted cost and solar production from the solar system. Net metering or spin back energy that was produced by onsite generation and not consumed by the buildings on-site will be excluded from both the measured utility consumption and cost to the buildings.
7. **Savings:** Energy savings are determined by comparing measured utility use before and after the Start Date for the similar time (i.e., baseline January is compared to performance year January) after taking into account the adjustments outlined in Section 4 and 5 above and multiplying by the applicable Energy Value ("**Savings**"). "**Total Savings**" are Savings plus other measures unrelated to consumption reduction but that reduce the Client's out of pocket utility costs.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**       **APPROVE 2023 ADVANCED PLACEMENT EXAM FEES**

**BACKGROUND:**

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with Advanced Placement (AP) eligible grade levels, and two (2) middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction adheres to College Board guidelines. Post secondary Success Specialists are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus. Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2023 Advanced Placement Exam Fees
2. Decline to Approve 2023 Advanced Placement Exam Fees
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve 2023 Advanced Placement Exam Fees

**FUNDING SOURCE:**       *Additional Details*

General Fund                   199-11-6339-0WS-XXX-38-378-000000

**COST:**

Not-to-Exceed - \$500,000  
*(The final amount will depend on the number of exams taken.)*

**VENDOR:**

College Board

**PURCHASING MECHANISM:**

**Sole Source**

***Purchasing Support Documents Needed:***

*Sole Source - Price Quote and Notarized FWISD Sole Source Affidavit*

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

Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
Paschal High School  
Trimble Tech High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
Benbrook Middle School/High School  
Young Women’s Leadership Academy (YWLA)  
Texas Academy of Biomedical Science (TABS)  
Young Men’s Leadership Academy (YMLA)  
World Languages Institute  
TCC South Collegiate High School  
I.M. Terrell Academy for STEM and VPA

**RATIONALE:**

In an effort to increase college readiness, competitiveness for college/university admissions and potential college credit eligibility, this item is recommended for Board approval. A qualifying score of 3 or higher on AP Exams leads to a higher correlation of college degree attainment. In Spring 2022, students took 6,791 AP exams and 1,907 exams were scored at a 3 or higher, which is eligible for college credit. This year we plan to administer 8,005 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students

**INFORMATION SOURCE:**

David Saenz

<u>Campus Number</u>	<u>CB Number</u>	<u>Campus</u>	<u>Exams</u>	<u>Costs</u>
001	442500	Carter-Riverside	258	\$22,944.00
002	442505	Arlington Heights	928	\$83,968.00
003	442501	South Hills	640	\$9,188.00
004	442515	Diamond Hill-Jarvis	220	\$3,080.00
005	442516	Dunbar	78	\$7,144.00
006	442518	Eastern Hills	7	\$616.00
008	442545	North Side	338	\$8,302.00
009	442555	Polytechnic	253	\$3,918.00
010	442560	Paschal	1758	\$135,160.00
011	442570	Trimble Tech	355	\$31,320.00
014	442565	Southwest	118	\$6,030.00
015	442575	Western Hills	131	\$3,770.00
016	442548	O. D. Wyatt	228	\$20,744.00
071	440597	Benbrook	787	\$52,546.00
081	442489	YWLA	556	\$22,098.00
082	442492	TABS	215	\$6,910.00
083	442617	YMLA	84	\$7,392.00
084	440194	WLI	522	\$19,222.00
085	442609	Marine Creek	0	\$0.00
086	442616	TCC - South	235	\$7,702.00
087	441356	I. M. Terrell	294	\$14,442.00
		<b>Total</b>	<b>8005</b>	<b>\$466,496.00</b>



**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE RENEWAL OF LOCAL AREA NETWORK FIREWALL**

**BACKGROUND:**

This item is for a six (6) month renewal of the District’s current firewall, associated software, and support services. The District’s firewall monitors and controls the incoming and outgoing network traffic based on predetermined security rules and is the first line of defense in Fort Worth ISD network security posture. This renewal aims to ensure that the District’s firewall services remain intact while executing the installation of the new Local Area Network Firewall.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Local Area Network Firewall
2. Decline to Approve Renewal of Local Area Network Firewall
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Local Area Network Firewall

**FUNDING SOURCE:       *Additional Details***

General Fund                               199-53-6399-814-999-99-427-000000

**COST:**

\$52,456.70

**VENDOR:**

Netsync Networks Solutions

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Department of Information Resources - DIR-TSO-4167*

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

District - Wide

**RATIONALE:**

Approval of this item will ensure that the District will continue to provide firewall services as the first line of defense against cyber threats.

**INFORMATION SOURCE:**

Marlon Shears

# NETSYNC

 DIR-TSO-4167

Quote Summary Co-termed Ending 8.14.2023		
Quote #	Division	Customer Price
461518302	Smartnet	37,502.30
481517659	Subscriptions	14,954.40
	<b>Sub Total</b>	<b>52,456.70</b>
	<b>Tax Total</b>	<b>0.00</b>
	<b>Total</b>	<b>52,456.70</b>

*Pricing Expires March 20, 2023*

Pam Taylor    Brooke Sabo            Amanda Barney

210.428.7332    832.963.1796            469.407.5041

ptaylor@netsync.com    bsabo@netsync.com    abarney@netsync.com

Service Contracts Team:            servicecontracts@netsync.com

Quote	Product Number	Product Description	PAK/Serial Number	Instance Number	Service Level	Service Level Description	SKU	Contract Number	Start Date	End Date	Qty	Customer Id	Customer Name	Address Line 1	City	State	Zip/Postal Code	Customer Price
461518302	FPR4150-NGIPS-K9	^^Cisco Firepower 4150 NGIPS Appliance, 1U, 2 x NetMod Bays	JMX2151Y045	5187692208	SNT	SNTC 8X5XNBD	CON-SNT-F150NNGP	93092709	2/15/2023	#####	1	820124363	FORT WORTH INDEPENDENT SCHOOL DISTRICT	3700 ROSS AVE, DALLAS, TX, 75204, US	DALLAS	TX	75204	\$7,641.60
461518302	FPR4150-NGIPS-K9	^^Cisco Firepower 4150 NGIPS Appliance, 1U, 2 x NetMod Bays	JMX2316L039	5342289057	SNT	SNTC 8X5XNBD	CON-SNT-F150NNGP	93092709	2/15/2023	#####	1	405226541	FORT WORTH ISD	2821 CULLEN STREET, FORT WORTH, TX, 76107, US	FORT WORTH	TX	76107	\$7,641.60
461518302	FPR4150-NGIPS-K9	^^Cisco Firepower 4150 NGIPS Appliance, 1U, 2 x NetMod Bays	JMX2316L034	5342289062	SNT	SNTC 8X5XNBD	CON-SNT-F150NNGP	93092709	2/15/2023	#####	1	405226541	FORT WORTH ISD	2821 CULLEN STREET, FORT WORTH, TX, 76107, US	FORT WORTH	TX	76107	\$7,641.60
461518302	FPR4150-NGIPS-K9	^^Cisco Firepower 4150 NGIPS Appliance, 1U, 2 x NetMod Bays	JMX2151Y04N	5188484827	SNT	SNTC 8X5XNBD	CON-SNT-F150NNGP	93092709	2/15/2023	#####	1	820124363	FORT WORTH INDEPENDENT SCHOOL DISTRICT	3700 ROSS AVE, DALLAS, TX, 75204, US	DALLAS	TX	75204	\$7,641.60
461518302	FMC4500-K9	Cisco Firepower Management Center 4500 Chassis	FCH2133V1MB	5190692267	SNT	SNTC 8X5XNBD	CON-SNT-FMC4500K	93092709	2/15/2023	#####	1	820124363	FORT WORTH INDEPENDENT SCHOOL DISTRICT	3700 ROSS AVE, DALLAS, TX, 75204, US	DALLAS	TX	75204	\$6,935.90
481517659	L-FPR4150T-T=	Cisco FPR4150 Threat Defense Threat Protection License		5755369269	FTDHI	FPR TD High-End	L-FPR4150T-T-1Y	205111809	6/14/2023	#####	4	1047868649	FORT WORTH ISD	4200 LUBBOCK AVE, FORT WORTH, TX, 76115-1002, US	FORT WORTH	TX	76115-1002	\$14,954.40

Service Level	Description
SNT	SNTC 8X5XNBD

\$52,456.70

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE RENEWAL OF THE EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT WITH TEACH FOR AMERICA**

**BACKGROUND:**

Closely analyzing the District’s teacher recruiting pipelines and partnerships and to ensure that the District is able to place the most effective teacher in all Fort Worth ISD (FWISD) classrooms is a critical priority of the Division of Talent Management. As such, the Division developed a partnership with a proven provider recognized for their work in recruiting, selecting, training and supporting teachers specifically for the needs of urban schools.

Teach for America (TFA) rigorously recruits from the nation’s top universities and provides intensive training and support to place recently graduated leaders in high need classrooms. Additionally, TFA has developed a comprehensive support model to ensure these teachers are able to drive meaningful impacts. The District is recommending renewing the partnership with Teach for America for an additional cohort commencing in 2023 - 2024 school year. The cohort is a two (2) year commitment ending in the 2024 - 2025 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of the Educational Professional Services Agreement with Teach for America
2. Decline to Approve Renewal of the Educational Professional Services Agreement with Teach for America
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       Additional Details:**

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

**COST:**

2022-2023 Cohort Year 2.....	\$44,000
2023-2024 Cohort Year 1.....	\$100,000
Estimated Total.....	\$144,000

*(The agreement indicates that TFA Cohorts complete two (2) years of service. The estimated total bill is \$144,000 for eleven (11) 2022-2023 corp members completing their second year of service and twenty-five (25) 2023-2024 corp members completing their first year of service.)*

**VENDOR:**

Teach for America

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

Cooperative - Contract and Quote

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 Educational Purchasing Cooperative of North Texas Contract, Dallas ISD RFP #KH-206016. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

**RATIONALE:**

The identified partnership provides access to a critical talent pipeline of teacher talent specifically recruited, trained and supported to accelerate student achievement in urban classrooms. Moreover, this pipeline will predominantly focus on traditionally hard-to-staff content areas and levels (i.e. bilingual, secondary math and science). The District recommends maintaining the relationship with TFA for the 2023 - 2024 school year by sponsoring twenty-five (25) new cohort members for a two (2) year commitment and 11 continuing cohort members completing year two (2). The District will re-evaluate the agreement at a later time.

**INFORMATION SOURCE:**

Raúl Peña

## **DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT**

This educational professional services agreement (this “Agreement”) is dated February 21, 2023, and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit with regional offices located at 3000 Pegasus Park Dr., Dallas, TX 75247 and 700 W Vickery Blvd, #102, Fort Worth, TX 76104 and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (“School District”) (each individually “a Party” and collectively “the Parties”).

### **RECITALS**

WHEREAS, Teach For America is a national leader in recruiting, selecting, training, and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, the Fort Worth Independent School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

### **AGREEMENT**

#### **I. TEACHER CANDIDATE RECRUITMENT, SELECTION, AND HIRING:**

##### **A. Hiring Commitment**

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) (the “Agreed Number”), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement.

- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the School District eligibility requirements.
- iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource, or teacher's aide positions.
- iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not be required to provide any religious instruction.
- v. To the extent reasonably practicable and within School District's sole discretion, School District will employ two or more Teachers per individual Partner School. This is with the understanding that this is not a requirement, but rather a goal whenever possible.
- vi. The Agreed Number of Teachers for hire in a specific academic year shall be determined on the basis of two (2) components: (i) the number of Teachers; and (ii) the proposed distribution of certification areas. School District hereby agrees that it will hire Teachers, as it deems necessary and in its sole discretion, across the full range of certification areas offered by Teach For America. Teach for America will use reasonable best efforts to provide Teachers that match the Agreed Number subject to the limitations set forth in Section 1.A of this Agreement.
- vii. Teach For America and School District will collaborate in the fall of each subsequent year of this Agreement to develop a proposal for the percentage of the number of Teachers that will be hired in a specific certification area in the upcoming academic year, if any. Specifically, the Parties hereby agree to make reasonable best efforts to ensure that the distribution of Teachers hired under this Agreement is as follows with respect to the subject areas identified below:
  - a. Elementary Bilingual Education
  - b. Elementary General Education

- c. Core Subjects 4-8 Generalist
  - d. Secondary Math
  - e. Secondary Science
  - f. Secondary Social Studies
  - g. Special Education
- viii. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. In order to be considered an appropriate school (a “Partner School”) for placement of a Teacher, the school’s student population must be considered high poverty relative to the overall student population, or a school in which fifty percent or more of the school’s student population receives free or reduced lunch. School District agrees that it will not place Teach For America Teachers at any for-profit schools within School District.

**B. Hiring Process.**

- i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District’s established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher’s grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. “Alternative employment” includes, but is not limited to substitute teaching positions, “pool” teaching positions, classroom aides, or other temporary categories of employment available within School District to individuals with teaching credentials. The purpose of an alternative



employment placement is to provide a salary until such time as the School District can secure permanent employment as a full-time classroom teacher of record.

- C. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
  
- D. Commitment to Diversity. Teach For America is committed to the following: “Teach For America seeks to enlist our nation’s most promising future leaders in the movement to eliminate education inequity, and we know these leaders will be diverse in ethnicity, race, and economic background. Their places on the political spectrum and their religious beliefs will be similarly varied, and we seek individuals of all genders and sexual orientations, regardless of physical disabilities. Maximizing the diversity of our organization is important so that we can benefit from the talent and energy of all those who can contribute to our effort, and also to increase the opportunity for engagement in the circles of influence in our tremendously diverse society. Moreover, we seek to be diverse because we aspire to serve as a model of the fairness and equality of opportunity we envision for our nation.”
  
- E. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America (“Pre-Service Training), in order to prepare Teachers for this work.
  
- F. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state, and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable

state certification regulations (together, the “Requirements”). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

## II. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

### A. Employment Status.

- i. Every Teacher employed by School District, as described in this Agreement, shall be a full-time employee of School District with all of the rights, responsibilities, and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.
- ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.
- iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.
- iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.
- v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated

under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.
  
- D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive, and equitable environment free from all forms of unlawful discrimination based on characteristics or protected status. School District’s policies can be located online at: <https://pol.tasb.org/PolicyOnline?key=1101>.
  
- E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers serving at School District schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods, and professional development sessions. A full list of prohibited activities can be found in attached Attachment A but in general, Teachers may not: (1) attempt to influence legislation; or (2) participate in or endorse political events or activities. School District will not require Teachers to engage in any Prohibited Activities. For the avoidance of doubt, Teachers

may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds.

- F. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.

### III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

#### A. Professional Development and On-Line Data Storage Services.

- i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as online data storage services to facilitate such professional development services during the Teachers' first two years in the classroom (the "Professional Development Services"). If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate the provision of these professional development services, Teach For America may provide online data storage services, including the transfer and storage of identifiable student information on Teach For America's software and servers.
- ii. To facilitate the provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).
- iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and only for the purposes for which disclosure was made.

- iv. All data provided by School District to Teach For America will be provided in accordance with the Data Sharing Agreement between the Parties, hereby attached and incorporated into this Agreement.

B. Certification and Credentialing Services.

- i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this Agreement.
- ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record. In such an instance, School District shall not be liable for any payment to Teach For America for such a teacher under this Agreement.

IV. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training, and continuing professional development services to the Teachers employed by School District under this Agreement. All payments for fees shall be in the form of a check delivered to Teach For America or a wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2023-2024 academic year, School District shall pay Teach For America an annual amount of \$4000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

- B. Teach for America shall provide a prorated refund to School District for any Teacher that the School District paid the annual fee that does not complete the full school year with the School District.
- C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year. Invoices will be paid in accordance with the Texas Prompt Payment Act.
- D. Term. The term of this Agreement shall be for the period of two years and will cover all Teachers whose employment begins with the School District during the 2023-2024 academic year. This Agreement will expire on the last school day of the 2024-2025 academic year so that the Teachers hired by School District during the 2023-2024 academic year are able to fulfill the second year of employment, as indicated under the terms of this Agreement. No new teachers will be hired under this Agreement for the 2024-2025 academic year.
- E. Termination. This Agreement may be terminated as follows:
- i. at any time by mutual written agreement of the Parties;
  - ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or
  - iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.
- F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this Agreement shall become void, with the exception that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed

under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination for services already rendered.

- G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America.
- H. Indemnification. Teach For America shall indemnify and hold harmless School District and its officers, directors, employees, and agents (the “Indemnitees”) from and against any and all losses, liabilities, claims, damages, costs, and expenses (including attorneys' fees) ("Losses") to which School District may become subject arising out of a breach of this Agreement by Teach For America, except to the extent such Losses result from the willful misconduct or gross negligence of School District.
- I. Limitation of Liability. To the extent allowed by law and without waiver of any immunity or defense, neither Party nor any of its officers, directors, employees, or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after twelve (12) months of the expiration or termination of this Agreement, whichever is earliest.
- J. Surveys. [Reserved]
- K. Amendment/Modification/Extension. Any amendment, modification, or extension must be in writing and signed by each Party.

- L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas.
- N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.
- P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing.
- Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.



**District Contact:**

Name: **Dr. Raul Peña**  
Title: Chief Talent Officer  
Address: 100 N. University Dr.  
Fort Worth, TX 76107  
Email: [Raul.Pena@fwisd.org](mailto:Raul.Pena@fwisd.org)

**With a copy to:**

**Office of Legal Services**  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, TX 76107  
\_\_\_\_\_

**TEACH FOR AMERICA:**

Name: **Nick Garcia**  
Title: Interim Executive Director  
Address: 700 W. Vickery Blvd #102  
Fort Worth, TX 76104  
Email: \_\_\_\_\_

**With an electronic copy to:**

TFA Legal Affairs  
[LegalAffairs@teachforamerica.org](mailto:LegalAffairs@teachforamerica.org)  
*\*Send only notices related to breach of contract and indemnity.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

**Fort Worth Independent School District**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Teach For America**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Teach For America**

**Contract Owner Attestation:**

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Cynthia Barajas  
Title: Managing Director, Placement and Partnerships

**ATTACHMENT A**  
**AMERICORS PROHIBITED ACTIVITIES**

Citations:45CFR § 2520.65 -

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
  - i. A business organized for profit;
  - ii. A labor union;
  - iii. partisan political organization;
  - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

**Exhibit A**



**2022-2023 AmeriCorps Member Principal Verification Form**

As the school leader with direct oversight of the Teach For America AmeriCorps member listed below, or a school district administrator with access to employment records, I certify that the AmeriCorps member listed below completed the 2022-2023 school year with the placement school listed, serving in a full-time capacity, teaching and participating in other activities required of faculty. Due to COVID-19 or internal policy, some work may be completed remotely, in accordance with Teach For America’s Teleservice Policy (in the cover letter, which preceded this form).

In addition, I certify that the AmeriCorps member below did not engage in any activity that is illegal under local, state, or federal law, that pose a significant safety risk to others, or in any specified unallowable activities AmeriCorps-prohibited activities listed in the cover letter, which preceded this form.

Placement School: \_\_\_\_\_

AmeriCorps Member (Full Name): \_\_\_\_\_

Hours Completed: \_\_\_\_\_

My signature below confirms the nature of completion of service for the 2022-2023 year, as described above.

\_\_\_\_\_  
School Leader/Administrator Printed Name Title

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**        **APPROVE RENEWAL OF EMAIL SECURITY SERVICES**

**BACKGROUND:**

Most cyber-attacks start with cyber criminals sending phishing emails to harvest usernames and passwords as a part of their malware attack strategy to infect employee and student devices. The proposed email security system with targeted threat protection will provide the first line of defense against email-based cyber-attacks. The renewal will go through April 1, 2023 through March 30, 2024.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Email Security Services
2. Decline to Approve Renewal of Email Security Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Email Security Services

**FUNDING SOURCE:**        **Additional Details**

General Fund                      199-53-6399-814-999-99-427-000000

**COST:**

\$227,000

**VENDOR:**

CDW-G

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

***The Interlocal Purchasing System - Contract 200105***

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

District-Wide

**RATIONALE:**

Approval will continue support for security solutions to protect District against phishing attempts and malware attacks through email.

**INFORMATION SOURCE:**

Marlon Shears



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# Review and Complete Purchase

**ERIC MCKIBBEN,**

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
NDJK989	12/21/2022	MIMECAST RENEWAL	0926086	<b>\$227,000.00</b>

**IMPORTANT - PLEASE READ**

**Special Instructions:** Term:  
Start Date: March 31, 2023  
End Date: March 30, 2024

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MIMECAST PERIMETER DEFENSE PLAN</a> Mfg. Part#: M_PERM-DEF_20000_A Term: Start Date: March 31, 2023 End Date: March 30, 2024 Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	30000	6156097	\$0.40	\$12,000.00
<a href="#">MIMECAST 365 PROTECT</a> Mfg. Part#: M_M365-PROTECT_1000_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	7500	6647619	\$17.00	\$127,500.00
<a href="#">Cyber Awareness Training AT1 Mime - OS - web-based training</a> Mfg. Part#: M_AT1_OS_1000_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	7500	5932277	\$4.00	\$30,000.00
<a href="#">MIMECAST HEALTHCARE PACK USA ADDON</a> Mfg. Part#: M_HPUSA_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	7500	4805698	\$0.00	\$0.00
<a href="#">MIMECAST DMARC ANALYZER T1</a> Mfg. Part#: M_DMA-T1__A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)	5	6212047	\$6,300.00	\$31,500.00
	<b>182</b>			

**QUOTE DETAILS (CONT.)**

<b><u>MIMECAST DMARC ANALYZER MGD SVC T1</u></b>	5	6321402	\$4,800.00	\$24,000.00
Mfg. Part#: M_DMA-MS-T1__A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				
<b><u>Mimecast Advanced Support - technical support - 1 year</u></b>	1	6531299	\$1,000.00	\$1,000.00
Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				
<b><u>Mimecast Advanced Support - technical support - 1 year</u></b>	1	6531299	\$1,000.00	\$1,000.00
Mfg. Part#: M_ADV-SP_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				
<b><u>MIMECAST EDUCATION PREM NU SUB</u></b>	2	6099917	\$0.00	\$0.00
Mfg. Part#: M_EDU_PREM_NAMED_A Electronic distribution - NO MEDIA Contract: TIPS Technology Solutions Products and Services (200105)				

<b>SUBTOTAL</b>	\$227,000.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$227,000.00</b>

<b>PURCHASER BILLING INFO</b>	<b>DELIVER TO</b>
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ERIC MCKIBBEN 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b>	
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](mailto:k12northtexas@cdwg.com)

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183





**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**        **APPROVE LEASE AGREEMENT FOR COMMUNICATIONS TOWER SITE AT ARLINGTON HEIGHTS HIGH SCHOOL**

**BACKGROUND:**

SBA would like to continue to lease space from Fort Worth ISD to enhance and improve cell phone service in the area. On November 12, 2003, the Fort Worth Independent School District (FWISD) entered a twenty-year lease for a cell tower located at Arlington Heights High School (4501 West Freeway, Fort Worth, 76107). The District is proposing a new lease for the site with SBA 2012 TC Assets, LLC. The Initial term of the lease will be seven (7) years, with a potential for three (3) additional five (5) year terms. The initial monthly rent of \$500 will increase 3% each year. In addition to the rent, FWISD will receive a 25% monthly revenue share for sublessees installed on the tower.

SBA intends, at their sole expense, to construct a new tower on the premises to improve broadband telephone coverage to the surrounding neighborhoods. The lease includes an increase of approximately 800 square feet to the site footprint to accommodate the new tower. Space on the new tower will be reserved for FWISD antennas and equipment for use in internal communications. Upon completion, the existing tower will remain in place for baseball stadium lighting and may host additional District technology equipment as needed.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Lease Agreement for Communications Tower Site at Arlington Heights High School
2. Decline to Approve Lease Agreement for Communications Tower Site at Arlington Heights High School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**        **Additional Details:**

No Cost                                Not Applicable

**COST:**

No Cost

**VENDOR:**

SBA 2012 TC Assets, LLC

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not Applicable*

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

District Operations

**RATIONALE:**

A new lease at the Arlington Heights Cell Tower site will continue to generate revenue for the District. Construction of a new tower will benefit both internal FWISD communications channels and neighborhood commercial broadband access.

**INFORMATION SOURCE:**

Joseph Coburn

# LAND LEASE

This Land Lease, hereinafter referred to as "Lease", is made the last day executed below 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, having an address of 100 N. University Dr. Fort Worth, TX 76107, hereinafter referred to as "Lessor", and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, having an office at 8051 Congress Avenue, Boca Raton, Florida 33487-1307, hereinafter referred to as "Lessee." Lessor and Lessee may be collectively referred to as the "Parties" or individually as a "Party."

1. **Leased Space and Premises.** Lessor shall lease, and hereby leases, to Lessee approximately 2,500 square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as Arlington Heights High School, 4501 W. Freeway, Fort Worth, TX 76107 with the legal description set forth in Exhibit B attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. If the survey is acceptable to both Parties, once completed, the Leased Space legal access and utility easement set forth in the survey will replace Exhibit A as soon as it becomes available. Lessor has the unilateral right, in its reasonable discretion, to refuse the lease based on the Leased Premises selected by Lessee within 60 days of receipt of Lessee's proposed survey of the Leased Premises. Once accepted by both Parties and incorporated into this Agreement, in the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be used to construct, support, and operate: wireless communications facilities, including, but not limited to, communications towers or poles, antennas, cables, fiber, backhaul, hand holes, radios, batteries or any other energy storage equipment, generators, cabinets, prefabricated buildings, fences, posts, power connections that are necessary at the Lessee's discretion, and related structures and improvements, as depicted in Exhibit C attached hereto (collectively, the "Structures"), including the uses as permitted and described in Section 10 of this Lease and any other use that has the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Structures will not include any items that are prohibited in school sites by any applicable safety regulations, if any. It will be Lessee's responsibility to ensure that all Structures comply with any such applicable safety regulations, if any. Lessee shall provide designs, drawings, and construction plans for Lessor's approval prior to construction of any improvements, which approval shall not be unreasonably conditioned, withheld, or denied.

2. **Term.** The initial term of this Lease will be seven (7) years (the "Initial Term") from November 12, 2023 ("Commencement Date"). Provided Lessee is not in default beyond any applicable notice and cure periods this Lease may be renewed, upon mutual written agreement between Lessor and Lessee, both acting in good faith at existing fair market rates, for up to three (3) additional terms of five (5) years each (each a "Renewal Term", collectively with the Initial Term referred to hereinafter as the "Term").

3. **Rent.** The rent for the Initial Term of this Lease will be Five Hundred and No/100 Dollars (\$500.00) per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Initial Term or any Renewal Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number 00641481 - v1

of days of the partial month included in the Initial Term or Renewal Term and the denominator of which is the total number of days in the full calendar month. Beginning with the second (2<sup>nd</sup>) year of this Lease and every year thereafter, the then current monthly rental fee will be increased by three (3%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date. The Parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with applicable legal requirements.

In addition to the Rent, Lessor shall receive an additional twenty-five percent (25%) monthly revenue sharing ("Revenue Share") for each broadband telephony sublessee, installed on the Leased Space, including but not limited to PCS providers such as AT&T, Verizon, and T-Mobile ("collectively, "Broadband"), using the Leased Space. Notwithstanding the foregoing, all Revenue Share contained herein shall be payable one month in arrears upon SBA's receipt of rental payment from its sublessee. Upon Lessor's request, SBA shall provide Lessor a summary report listing the sublessees on the tower with Lessor's monthly Rent payment. Lessee shall provide an annual accounting to Lessor commencing one year after the Commencement Date, which accounting shall contain the total payments Lessee has received from each broadband sublessee and the method of calculation of payments to Lessor hereunder.

4. **Ingress and Egress.** Lessor hereby grants to Lessee easements (the "Easements") for ingress, egress, regress, and parking of vehicles (including trucks and heavy machinery) over the Premises adjacent to the Leased Space in the area identified on Exhibit D for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation, and maintenance of underground and above-ground telephone, telegraph, fiber, and power lines, in connection with its use of the Leased Space. The term of these Easements will continue until the last to occur of (i) expiration of the Initial Term or any applicable Renewal Term, or (ii) removal by Lessee of all of the Structures, and any other property from the Leased Space after expiration of the Initial Term or any applicable Renewal Term. The location and configuration of the Easements will be agreed upon by the Parties in writing within ten (10) business days after Lessee's approval of the survey. The Easements shall be included in any recorded Memorandum (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, these Easements will be set forth in a separate easement agreement (the "Easement Agreement") which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. If the Parties are unable to mutually agree to the contents of the Easement Agreement, then either Party may terminate this Agreement with written notice to the other Party without any penalty. In all events, the Easements and this Lease shall be binding upon all subsequent owners, successors, and assigns of the Premises. Lessee agrees that Lessor may, at Lessor's expense, relocate the above-described Easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easements, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed, or materially affected; and (d) the utility services to the Leased Space are not interrupted.

5. **Title and Quiet Possession.** To the best of Lessor's current, actual knowledge, Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space, use or occupancy thereof, or the granting

of the Easements in accordance with the terms and conditions of this Lease. Lessor represents and warrants to Lessee that Lessor has the full right, power, and authority to enter into this Lease and that Lessee will have quiet and peaceful possession of the Leased Space and the Easements throughout the Term. Notwithstanding the foregoing, Lessee acknowledges and agrees that it is leasing the Leased Space in an "AS IS" condition "WITH ALL FAULTS" and without any warranties, representations, or guarantees, either expressed or implied, of any nature whatsoever from or on behalf of Lessor, including without limitation, those of fitness for a particular purpose and use. Lessee hereby waives any and all claims that Lessor has or may have against Lessor with respect to the condition of the Leased Space. Lessee acknowledges that it has fully inspected the Leased Space and assumes the responsibility of any defects and conditions, if any. Lessee and Lessor acknowledge that this disclaimer has been specifically negotiated.

**6. Subordination, Non-disturbance, and Attornment.**

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance, and Attornment Agreement in a form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in Lessee's interest in this Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under this Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessor, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under this Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under this Lease to cure such default, prior to terminating this Lease. The foregoing is not applicable to normal expirations of the term of this Lease. In the event Lessor gives Lessee any notice of default under the terms of this Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

**7. Governmental Approvals and Compliance.** During the Term, Lessee shall have the sole responsibility for ensuring that its use of the Leased Space complies with all applicable laws affecting Lessee's use or occupancy of the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. During the Term Lessor agrees to fully and reasonably cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures and other improvements (including any modification(s) to the tower, other improvements or Leased Space or the addition(s) of equipment or sublessees to the tower, other improvements or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor further agrees during the Term, not to take any action that will adversely affect Lessee's ability to obtain all of the necessary permits required for the construction of the Structures and other improvements. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures and other improvements on the Leased Space and will furnish copies of same to Lessor as same are issued. Notwithstanding the foregoing, under no circumstances shall Lessor be required to incur any cost or fee in order for Lessee to obtain the necessary permits for the construction and use of the Leased Space.

**8. Assignment and Subleasing.** So long as Lessee notifies Lessor in writing within 30 days of the effective date of any sublease or assignment, Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent to a subsidiary, partner, or affiliate of Lessee, or to a successor to the primary business offered by Lessee. Any other assignment shall require Lessor's prior written consent, such consent shall not be unreasonably withheld, conditioned, or delayed. Upon such assignment and provision of a written acknowledgment of acceptance by the assignee to Lessor, Lessee shall be relieved of all liabilities and obligations under this Lease. Notwithstanding the foregoing, Lessee may sublet all or a portion of the Premises to one or more entities for communication uses upon written notice to Lessor. In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor may grant to Lessee, after receipt of reasonable additional consideration, a temporary construction easement, over such portion of the Premises as is reasonably necessary for such work, which temporary easement space shall be defined in writing. Following the completion of such work, Lessee shall, at Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

**9. Notices.** All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Fort Worth Independent School District  
100 N. University Dr  
Fort Worth, Texas 76107  
Attn: Exec Director - Facilities  
Phone # - (817) 814-2063

Rent Payable to: Fort Worth Independent School District  
100 N. University Dr  
Fort Worth, Texas 76107  
Phone # - (817) 814-2143

To Lessee: SBA 2012 TC ASSETS, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
RE: TX47860-A FWISD Arlington HS  
Attn: Site Administration  
Phone # - (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by the Party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

**10. Lessee Improvements.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary or appropriate, including, but not limited to, any improvements necessary for the construction and operation of the Structures. All such improvements must be approved by Lessor in writing, which such approval shall not be unreasonably denied. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures and other improvements. All of Lessee's improvements, including, but not limited to, the Structures and any other improvements, will remain the property of Lessee. The Structures and other improvements may be used for the transmission, reception, and relay of communication signals and/or data, including, without limitation, radio frequency signals, power or energy generation and storage, and other uses deemed appropriate by Lessee. Upon expiration or termination of this Lease, Lessor has the option to take ownership of Lessee's tower in "as-is" "where-is" condition and Lessee shall deliver to Lessor a bill of sale transferring all of its right, title, and interest in the tower to Lessor at no charge. If Lessor elects not to take ownership of the tower, upon the termination of this Lease, for any reason, Lessee will, restore the Leased Space to its original condition, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation, and utilities. This restoration must be completed within ninety (90) days from the effective date of termination.

Lessee shall not be required to replace any trees or other vegetation that were removed from the Leased Space, the Easements, or the Premises during the construction, installation, or maintenance of the Structures or any other improvements.

Lessor shall have the right to install and operate its own equipment on Lessee's tower consisting of the antennas and related equipment set forth on Exhibit E attached hereto. The equipment shall be installed at mutually agreeable mounting height and shall be used solely for Lessor's own internal operational purposes. Similar equipment may be substituted provided that additional space and capacity is not utilized. Lessor shall notify Lessee of its desire to install its equipment and Lessee shall manage such installation. All costs associated with the installation, maintenance, and decommissioning of Lessor's equipment will be at the sole cost and expense of the Lessor. If Lessee installs Lessor's equipment, any such

associated costs will be reasonable and will not exceed Lessee's direct cost and expense. Lessor agrees to cooperate with Lessee during such installation. Prior to installing any such equipment, Lessor shall provide notice and plans to Lessee for its engineering approval. Lessee may require Lessor to enter into a sublease agreement at no cost to Lessor containing the normal and customary terms for such equipment.

**11. Insurance.** Lessee, at all times during the Term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities, and obligations on the Leased Space, having limits not less than Five Million Dollars (\$5,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company with an A.M. Best rating of A or better authorized to do business in the state in which the Leased Space is located. The policy must contain the following endorsement; 30-day notice of cancellation, waiver of subrogation, and primary non-contributory additionally Lessor must be named as additional insured.

**12. Operating Expenses.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the Term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space by Lessee and all activities conducted thereon by Lessee.

**13. Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures or Lessee's other improvements. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space and the Premises. However, Lessee will pay any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, including Lessee's improvements thereon, if the Lessor furnishes proof of such increase, including reasonable supporting documentation.

**14. Maintenance.** Lessee will maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

**15. Hold Harmless.** LESSOR WILL BE INDEMNIFIED, DEFENDED, AND HELD HARMLESS BY LESSEE FROM ANY LIABILITY, CLAIM, OR SUIT (INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES, EXPERT FEES, AND ALL COSTS) FOR DAMAGES TO ANY PERSON OR ANY PROPERTY IN OR UPON THE LEASED SPACE AT LESSEE'S INVITATION, OR FOR CLAIMS OR DAMAGES TO ANY PERSON OR PROPERTY ALLEGED TO BE RESULTING FROM THE ACTIONS OR INACTION OF LESSEE (INCLUDING DAMAGES CAUSED BY OR RESULTING FROM THE EXISTENCE OF THE STRUCTURES) ON THE LEASED SPACE, UNLESS THE DAMAGES ARE CAUSED BY, OR ARE THE RESULT OF, THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF LESSOR OR ANY OF LESSOR'S AGENTS, SERVANTS, EMPLOYEES, LICENSEES OR INVITEES. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored, or

maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God.

**16. Termination Rights.**

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if (i) Lessee determines in its sole discretion that the use of the site will not sufficiently benefit Lessee economically or commercially; (ii) if Lessee determines, in its sole discretion that it will not be viable to use the site for its intended purpose; or (ii) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. Any rental fees paid prior to the termination date will be retained by Lessor.

(b) Lessor may only terminate this Lease, at its option, in the event of a material breach by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within thirty (30) days after Lessee's receipt of written notice of such default or failure. A "material breach" includes Lessee's failure to maintain the Leased Premises in accordance with applicable law, and failure to cure within sixty (60) days of written notification by Lessor. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within the said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

**17. Exclusivity.** As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the Term of this Lease (i) use or suffer or permit another person to use any portion of the Leased Space; or (ii) grant any interest in or an option to acquire any interest in any portion of the Leased Space that permits any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion.

**18. Binding on Successors.** The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

**19. Access to Leased Space/Premises.** Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space (including the right to park such vehicles, trucks, and machinery within the Easements and Leased Premises), for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way. Lessee's access shall be restricted during regular school hours or when children are on the Premises. Specifically, during such times, Lessee shall: (i) give twenty-four (24) hours prior notice to Lessor, and (ii) shall first make contact with the Lessor's front office before accessing the Leased Premises. Further, Lessee shall require its agents, employees, and independent contractors to provide a valid government-issued photo identification and be screened in a manner prescribed by Texas statutes, ordinances, codes, rules, and regulations See Board Policy GKC(Regulation), hereby attached as Exhibit F.

**20. Governing Law.** The Parties intend that this Lease and the relationship of the Parties will be governed by the laws of the State of Texas.

**21. Entire Lease.** All of the representations and obligations

of the Parties are contained herein, and no modification, waiver, or amendment of this Lease or of any of its conditions or provisions will be binding upon a Party unless in writing signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by any Party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Lease.

**22. Survey and Testing.** Lessee will have the right during the Term of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures and other improvements. If Lessee, prior to completion of the Structures or other improvements determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures or other improvements, this Lease, upon written notice given to Lessor prior to completion of the Structures or other improvements will become null and void; provided that at Lessee's sole expense, the Leased Space will be promptly restored to the extent contemplated by Section 10 above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

**23. Oil, Gas, and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas, and other minerals in, on, or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easements area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas, and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

**24. Hazardous Waste.**

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessee represents, warrants, and covenants to

Lessor that Lessee shall at no time during the term of this Lease use or permit the Leased Space to be used in violation of any Environmental Laws. Lessee shall indemnify and hold Lessor harmless, and at Lessor's request, defend Lessor from and against any and all liability, loss, damage or expense (including reasonable attorneys' fees, court costs, expert fees, and cleanup costs, if any) incurred by Lessor in connection with any claim, demand, or suit for damages, injunction or other relief to the extent caused by, arising out of or resulting from ((i) any breach of Lessee's representations and warranties contained in this Agreement,(ii) the generation, storage, use, handling, discharge, release or disposal of Hazardous Materials on the Leased Space by Lessee (including any of its servants, agents, employees, or contractors) which occurred after the execution date of this Lease or during the Term of this Lease, other than to the extent caused or contributed to by the acts or omissions of Lessor or third parties not affiliated with Lessee, or (iii) Lessee's failure to provide all information, make all submissions and take all actions required by Environmental Laws.

(c) Lessor represents and warrants that to the best of Lessor's current, actual knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release, or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger a response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the Term of this Lease ( a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(d) [Reserved]

(e) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(f) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and will survive the Term of this Lease.

**25. Mechanic's and Landlord's Liens.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a third party claiming by, through, or under Lessee.

**26. Headings.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

**27. Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

**28. Severability.** If any section, subsection, term, or provision of this Lease or the application thereof to any Party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term, or provision of this Lease or the application of same to Parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

**29. Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with, or otherwise agreed to pay a broker's commission, finder's fee, or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease.

**30. Further Assurances.** During the Term of this Lease, each of the Parties agrees to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures or other improvements) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby.

**31. Right to Register or Record.** Lessee may request that Lessor execute a Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records in a form acceptable to the Lessor. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space and Easements, once complete, to the Memo and record same in the public records.

**32. Interpretation.** Each Party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

33. [Reserved]

**34. Right of First Refusal.** If at any time during the Term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor, or otherwise transfer or create any interest in the current or future Rent, this Lease, or the Leased Space, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected.

35. [Reserved]

**36. Date of Lease.** The Parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The Parties, therefore, agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has



been duly executed by Lessor and Lessee whichever is the latter to so execute this Lease.

**37. Right to Audit.** The Lessor, through its employees or agents, shall have the right to audit Lessee's compliance with this Agreement. The Lessor shall give Lessee thirty (30) business days' written notice of its intent to audit Lessee's compliance. Lessee shall cooperate fully with such an audit. Such audits will be restricted to one audit per any twelve (12) month period. If the audit shows that Lessor has been underpaid, Lessee shall promptly make all necessary payments under this Agreement (with interest on the unpaid amounts at a rate of one percent (1%) per month) and shall reimburse Lessor for reasonable audit expenses upon submission of supporting invoices.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the last day and year specified below.

LESSOR: Fort Worth Independent School District

LESSEE: SBA 2012 TC ASSETS, LLC  
a Delaware limited liability company

3/10/23 By: \_\_\_\_\_

By: [Signature]  
Jason Silberstein

Title: \_\_\_\_\_

Title: Executive Vice President, Site Leasing

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

Date: 3/10/2023

Witness: \_\_\_\_\_

Witness: [Signature]

Print Name: \_\_\_\_\_

Print Name: Sam Marie Mitchell

Witness: \_\_\_\_\_

Witness: [Signature]

Print Name: \_\_\_\_\_

Print Name: Camille Ottey

**REPLACE WITH CORP. OR LLC NOTARY BLOCK WHEN APPLICABLE**

**Notary Public:**

I do hereby certify that \_\_\_\_\_, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**Notary Public:**

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared JASON SILBERSTEIN as Executive Vice President, Site Leasing of SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, by means of [ ] physical presence or [ ] online notarization, to me known to be the person described in and who executed the foregoing instrument and who acknowledge before me that she executed the same in the capacity aforesated.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and seal this 10 day of MARCH, 2023.

Notary Signature

[Signature]  
Notary Signature



LINDA SOCOLOW  
Commission # GG 301143  
Expires May 17, 2023  
Bonded Thru Budget Notary Services

**EXHIBIT A**

**LEASED SPACE**

Legal description to be replaced upon receipt of the final survey.

The Leased Space shall consist of \_\_\_\_\_ square feet of ground space along with easement rights for access to the Leased Space and parking by vehicle, trucks, heavy machinery, or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

**EXHIBIT B**

LEGAL DESCRIPTION OF THE PREMISES

Legal description to be replaced upon receipt of the final survey.

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

EXHIBIT C

Description of Structures to be Replaced Upon Completion Of Final Drawings

**EXHIBIT D**

**EASEMENTS**

Legal description to be replaced upon receipt of the final survey.

**EXHIBIT E**

**LESSOR'S EQUIPMENT LIST**

**Mini Ring Mount, or larger mount if required by the commercial tower**

**Flush Mount adapter X 3**

**Antenna Pipe Mount X 3**

**Airspeed 1030 Antennas X 3**

**Power Cable X 3**

**Fiber Optic Cable X 3**

**Nema Box at the base area of the Tower for Fiber and Power connections**

EXHIBIT F

BOARD POLICY GKC (REGULATION)



COMMUNITY RELATIONS  
VISITORS TO THE SCHOOLS

GKC  
(REGULATION)

VISITOR MANAGEMENT SYSTEM	Campuses will use the Visitor Management System (VMS) to sign-in and monitor all visitors during the school day. The application will enable staff to scan a form of identification containing the person's photograph issued by a governmental entity. The VMS application will produce a visitor badge and cross-reference visitors' names with the state and local sex offender registries.  The goal of the VMS is to protect the safety of students and staff in a manner that welcomes parental and community participation.
ACCEPTABLE IDENTIFICATION	Visitors will be asked for valid state- or government-issued photo identification. Some examples of a valid state- or government-issued photo identification include a driver's license from any state, Mexican consular card, residency card, military identification card, passport card, or concealed handgun license (for the purpose of identification only; carrying a handgun is strictly prohibited). [See GKA]  The identification information may be entered manually into the system to be verified by the VMS database. Information required for manual entry is first name, last name, and date of birth.
VISITOR CATEGORIES	All visitors, except as noted at EXCEPTIONS, below, are required to report to the main office or other designated area for authorization to be on the school's premises.  Upon a visitor's first visit, he or she must present valid state- or government-issued photo identification. On subsequent visits the person may be manually logged-in as a returning visitor.
ASSEMBLIES	A person attending assemblies during regular school hours, or attending other monitored controlled events, may be allowed access to the program's designated area without registering as a visitor and receiving a pass. Such attendees must remain at the designated location. In order to visit another area of the campus, any visitor must comply with access procedures and be issued a VMS pass.
VENDORS, CONTRACTORS, AND OTHERS	Vendors, contractors, and other visitors must comply with VMS access procedures. [See EXCEPTIONS, below]
INSUFFICIENT IDENTIFICATION	If a campus visitor does not have valid, acceptable identification, a campus administrator on duty will be called to assess the situation, evaluate the purpose for the visit, and make a determination. A visitor's pass may be granted; however, the visit will be monitored and limited solely to the area the visitor will be visiting. The administrator has the option of restricting the visitor to the main office or requiring that campus personnel accompany the visitor.

COMMUNITY RELATIONS  
VISITORS TO THE SCHOOLS

GKC  
(REGULATION)

EXCEPTIONS EMPLOYEES	District employees, including substitute teachers, wearing an official District ID badge or uniform will not be required to be scanned into the system.
VOLUNTEERS	Volunteers who have been cleared by a District background check and are wearing an official District ID badge will not be required to be scanned into the system.
GOVERNMENT OFFICIALS	Law enforcement, emergency responders, and other government officials who display appropriate identification will not be required to be scanned into the system.
LAW ENFORCEMENT	In accordance with state law, the personal information of police officers, sheriff's deputies, and CPS investigators is protected. Identification cards for these persons need not be checked against the sex offender database.
CONTRACTORS	Contractors who have been cleared by a District background check and are wearing an official District ID badge will not be required to be scanned into the system.
VOTERS	No visitor pass will be required for voters proceeding only to and from polling stations during an election; however, school personnel will monitor and assist the flow of voters.
WHEN VMS IS UNAVAILABLE	<p>If the VMS is not available, a District employee must contact Raptor Technologies at 877-7RAPTOR (877-772-7867). If, after speaking with Raptor support, the District employee determines that the problem is not due to a software issue, the employee must contact FWISD's technology help desk for assistance at 817-814-HELP (4357) and must alert the Safety and Security help desk at 817-814-2660 to give notice that VMS is not working.</p> <p>During temporary outages, an employee will use a manual sign-in system for all visitors; in the case of an emergency, the District's student-parent reunification plan should be implemented.</p>
ARRIVAL AND DISMISSAL TIMES	Each campus must establish procedures to regulate access during arrival and dismissal times that include having staff assigned to monitor activities at designated points of entry. A person dropping off or picking up a student at a designated drop-off and pick-up area will not be required to register as a visitor; however, if the visit extends to another area of the campus, the person must comply with access procedures.
CAMPUS REQUIREMENTS	<p>Campus personnel must apply the following guidelines:</p> <ol style="list-style-type: none"><li>1. Ensure the use of the VMS during school hours.</li><li>2. Greet all visitors when they arrive and ask for proper identification.</li></ol>

COMMUNITY RELATIONS  
VISITORS TO THE SCHOOLS

GKC  
(REGULATION)

3. Notify community and parents of implementation of the VMS.
4. Ensure that signs are placed on all doors to indicate the need for valid state- or government-issued identification.
5. Ensure that all doors and potential entry points are numbered in accordance with the District's standard and direct visitors to the primary entry point to sign in.
6. Ensure that designated employees receive training on visitor sign-in procedures.
7. Ensure that the "sex offender procedures" are followed if a visitor sex offender alert appears.
8. Ensure that the VMS software alert information is kept updated with the current administrator's e-mail, cell phone number, and other contact information.
9. Ensure that the campus has a protocol if a visitor does not have photo identification; a campus administrator on duty will be called to assess the situation.
10. Require each visitor to return to the office to check out when leaving the campus. All District badges issued to visitors must be destroyed when returned.
11. Ensure that all persons on campus have a visitor's badge or another acceptable form of identification [see EXCEPTIONS, above].
12. Ensure that all employees and other exempted visitors display proper identification while on campus.

IMPLEMENTATION  
AND  
ENFORCEMENT

All campus staff will actively ensure compliance with District procedures.

Any person who is visiting a campus and does not have a visitor's badge should be escorted (if possible), or directed, to the main office to be checked in.

A District ID badge or uniform, Child Protective Services ID Badge, or law enforcement badge are acceptable forms of identification.

GREETINGS OF  
VISITORS

When a visitor arrives, a District employee will greet the visitor and ascertain the nature of the visit. To make sure that the visitor feels welcome, each visitor should be greeted with a "good morning," or a "good afternoon," or another similar greeting.

A designated, trained staff member will scan the visitor's identification or enter the information manually.

	<p>If the scan does not reveal a sex offender alert, the visitor will be handed the printed visitor badge with the date, time, and visitor's destination.</p> <p>If a sex offender alert appears on the screen, the staff member will follow the applicable procedures regarding a sex offender alert [see SEX OFFENDER ALERT, below].</p>
SUBSEQUENT VISITS	<p>On subsequent visits, the visitor may be manually logged in. The system remembers previous visitors and is capable of running a new database check on command. Staff must ensure that the returning visitor's photo in the system matches the visitor.</p>
SEX OFFENDER ALERT	<p>If a sex offender alert appears on the screen, a photo is displayed for verification purposes. Some sex offenders have the same name and birthday as a non-offender; therefore, the staff member must verify the identity before confirming a match.</p> <p>Before selecting "Yes," campus staff will carefully check the following against the ID provided by the visitor:</p> <ul style="list-style-type: none"><li>• First, middle, and last name;</li><li>• Date of birth, age, and year of birth; however, not all states provide a full date of birth;</li><li>• The picture of the visitor that appears on the left side of the screen compared to the offender picture on the right side (when available); and</li><li>• Any other description of the offender.</li></ul> <p>If the staff member determines that the photo and identifying characteristics are clearly not of the same person, he or she will select "No." The visitor will then be issued a visitor's badge.</p>
SEX OFFENDER CONFIRMATION	<p>If the staff member determines that there is a match, or if the staff member has a question about the person's identification, he or she will select "Yes" in order to send a notification via e-mail and phone to the school and District administrators to alert them of a possible sex offender on site.</p>
SEX OFFENDER RESPONSE	<p>The staff member will discreetly request that the visitor wait in the lobby area while his or her request to visit on campus is approved. The staff will make reasonable efforts not to alarm the visitor, but will not permit the visitor to enter the building unescorted before the identification is confirmed.</p> <p>The visitors' information will not be disclosed to anyone other than the campus administrator or designee.</p>

SEX OFFENDER  
ADMINISTRATOR  
RESPONSE

Campus staff will stand by until the administrator responds.

If the visitor becomes agitated, or if campus staff has safety concerns, the staff will follow standard emergency procedures for summoning assistance (e.g., calling by radio, calling 911, and the like).

The campus administrator will consult with the visitor in a private area.

If the visitor is the parent of a child enrolled at the school, the administrator will determine whether parental rights have been terminated.

The campus administrator will consult with the campus area advisor regarding the precautions to be taken, when needed.

If the person indicates that there is a mistake, he or she should be encouraged to contact the Texas Department of Public Safety and the United States Department of Justice to rectify the matter.

Texas Department of Public Safety  
<http://www.txdps.state.tx.us/>

National Offender Search  
<http://www.nsopr.gov/en/Registry>

No confirmed sex offender will be allowed to access campus facilities unless he or she is a parent or guardian [see PARENT AS REGISTERED SEX OFFENDER, below] or is present for the purpose of voting.

PARENT AS  
REGISTERED SEX  
OFFENDER

A registered sex offender who is a parent will be given access to a school campus only for the purposes of:

1. Transporting his or her child to or from school.
2. Picking up or dropping off his or her child from designated areas.
3. Picking up his or her child's assignments or education records from the campus administrative office.
4. Attending scheduled meetings or conferences with school personnel to discuss matters related to his or her child.
5. Attending ceremonies, competitions, or performances in which his or her child is participating.

Access to common areas and classrooms will only be allowed if the person is escorted by District staff.

A registered sex offender who is a parent will not be eligible to serve as a volunteer.

A parent who is a registered sex offender will not be permitted on school property if:

1. The person's parental rights have been terminated; or
2. The person is prohibited by court order or conditions of probation from being present at or near a school.

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE INVESTMENT ADVISORY AGREEMENT BETWEEN FORT WORTH ISD AND PUBLIC TRUST ADVISORS**

**BACKGROUND:**

Public Trust Advisors (“*PTA*”) was approved as an authorized investment broker during the annual review of Investment Policies and Strategies at the Board of Trustees meeting of July 26, 2022. All approved investment brokers are licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District.

As part of its investment strategy, the District desires to establish a Single Participant Pool (“Pool”) with PTA. In order to establish this Pool, the District and PTA will enter into an Investment Advisory Agreement which allows PTA to act on the District’s behalf and manage this Single Participant Pool.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Investment Advisory Agreement between Fort Worth ISD and Public Trust Advisors
2. Decline to Approve Investment Advisory Agreement between Fort Worth ISD and Public Trust Advisors
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Investment Advisory Agreement between Fort Worth ISD and Public Trust Advisors

**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:**

None

**RATIONALE:**

As part of its investment strategy, the District desires to establish a Single Participant Pool (“Pool”) with PTA. In order to establish this Pool, the District and PTA will enter into an Investment Advisory Agreement which allows PTA to act on the District’s behalf and manage this Single Participant Pool. Based on its estimates, the District has determined that this Pool will generate additional interest revenue as opposed to its current traditional investment pools.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



## INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (this “**Agreement**”) is entered into as of the \_\_\_\_\_<sup>24th</sup> day of \_\_\_\_\_<sup>February</sup>, 2023 (the “**Effective Date**”), by and between Public Trust Advisors, LLC, a Colorado limited liability company (“**Public Trust**” or “**Investment Manager**”), 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, (“**Client**”). Investment Manager and Client are sometimes hereinafter referred to collectively as the “**Parties**,” or any one of them individually as a “**Party**.”

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, Investment Manager and Client hereby agree as follows:

### **1. Appointment as Investment Manager.**

Client hereby appoints and designates Investment Manager, and Investment Manager hereby accepts such appointment and designation, to act as Client’s investment adviser with respect to the securities, cash, and other property (collectively, the “**Assets**,” or any one of them individually as an “**Asset**”) deposited by Client in one or more accounts under Investment Manager’s supervision (collectively, the “**Account**”). The duration of such appointment and designation shall be for the Term of this Agreement (as defined in Section 7), subject to earlier termination as provided in this Agreement.

### **2. Investment Manager Services.**

(a) Subject to and in compliance with the Investment Policy Statement (as defined in Section 3), Investment Manager, commencing on the Effective Date, shall have full discretionary authority to invest, reinvest, or otherwise manage the Assets in the Account, including, without limiting the generality of the foregoing, the authority to direct the Designated Custodian (as defined in Section 4(a)) to deliver Assets for the purpose of effecting purchases, sales, trades or other transactions in the Assets (“**Transactions**”). All of the services to be performed by Investment Manager described in the preceding sentence are hereinafter collectively referred to as the “**Services**.” Except as set forth in Section 2(b), Investment Manager shall not provide, or otherwise be responsible for, the maintenance of books and records, reporting, audit, tax, or other general administrative services with respect to the Account.

(b) The Investment Manager shall provide the following administrative services to the Client:

- i. Determine and allocate income to each sub-account(s) of the Client;
- ii. Provide certain written confirmation of the investment and withdrawal of funds for each sub-account;
- iii. Determine the net asset value of the Account;
- iv. Provide Client with access to their monthly and/or quarterly report identifying the Assets in the Account and all contributions and redemptions for the subject period. For purposes of this Section 2(b)iv., Investment Manager will be deemed to have satisfied the requirement of providing a written report by giving Client secure online access to Client’s Account containing applicable Transactions, investments, and associated reporting for the subject period; and
- v. Perform all related administrative services for the Account.

(c) Investment Manager shall have no responsibility for the accuracy or completeness of any information provided to Investment Manager by Client.

(d) Unless Investment Manager otherwise agrees with Client in writing, Investment Manager will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving the Assets held in, or formerly held in, Client’s Account or the issuers of securities that are included among the Assets of the Account.

(e) To the extent that any securities in the Account have voting rights, Client shall have the option, in its sole discretion, to vote proxies with respect to such securities, and Investment Manager shall not vote any such proxies.

(f) Investment Manager may from time to time utilize the services of a third party in a sub-advisory capacity (a “**Sub-Advisor**”) to provide certain services to Client. In any such case, Investment Manager will obtain prior written permission from Client regarding the appointment and use of any such Sub-Advisor, provided that Investment Manager will be responsible for the selection of any Sub-Advisor and will monitor the performance of services provided by any Sub-Advisor.

### **3. Investment Policy Statement.**

Investment Manager agrees to use its best efforts to manage Client’s Assets within the Account in accordance with Client’s written investment guidelines and restrictions for the management of the Account (the “**Investment Policy Statement**”). Investment Manager shall make investment decisions in accordance with the Investment Policy Statement. Investments in the Assets may be in cash or securities. The Investment Policy Statement applies only to the Assets in the Account being managed by Investment Manager. To the extent that Investment Manager is managing a portion of Client’s account strategy (i.e., a partial portfolio), Client shall provide Investment Manager with prompt written notice and identification of Assets that are not part of Client’s portfolio and are not being managed by Investment Manager to allow for Investment Manager’s initial and ongoing securities review for compliance with the Investment Policy Statement. Investment Manager will use its best efforts to obtain the “best execution” in connection with the purchase and sale of any legacy securities. Prior to the first trade of an Asset in the Account, Investment Manager, after due diligence review of any legacy securities, reserves the right to liquidate or decline to accept any legacy securities that are not consistent with the Investment Policy Statement or Investment Manager’s review of “best execution” of trades in Assets of the Account. Client may provide Investment Manager an amended Investment Policy Statement at any time, and Investment Manager shall implement such amended Investment Policy Statement as soon as practicable after being provided with the amended Investment Policy Statement. Notwithstanding anything in this Section 3 to the contrary, in no event will Investment Manager follow any provision of the Investment Policy Statement or any provision of this Agreement that Investment Manager determines would contravene any applicable law, rule, or regulation of any governmental authority or securities exchange to which Investment Manager is subject, provided that Investment Manager shall give Client reasonable written notice of any such determination.

### **4. Custody of Assets.**

(a) Investment Manager shall not have authority to take or hold custody or possession of any Assets of the Account or to cause a Designated Custodian (as defined in this Section 4(a)) below) to deliver Assets or pay cash to Investment Manager, other than with respect to Investment Manager directly billing the Account, and receiving from the Account, the Management Fee payable to Investment Manager under Section 5 this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) and Rule 206(4)-2 thereunder or other applicable law. Client shall, by written notice provided in accordance with this Agreement, designate one or more custodians that will be a “qualified custodian” under Rule 206(4)-2 of the Advisers Act (collectively, the “**Designated Custodian**”). The Parties agree that the Designated Custodian shall have the sole responsibility to consummate and settle all purchases, sales, deliveries, receipts, and other Transactions made with respect to the Account, the collection of all income of the Account (including, but not limited to, interest and dividends), and the acquisition and safekeeping of the Assets comprising the Account. Investment Manager shall not have any rights or access to the Assets or the Account except as specifically set forth in this Agreement and a Limited Power of Attorney authorizing Investment Manager to wire Client’s assets to accounts with identical registrations.

(b) Client agrees to promptly furnish, or to cause the Designated Custodian to promptly furnish, to Investment Manager, all data and information Investment Manager may reasonably request to establish the Account and render the Services. Client acknowledges that, in accordance with the Advisers Act, it receives custodial statements at least quarterly from the Designated Custodian. The Designated Custodian further acknowledges that such statements set forth the amount of funds and each Asset in the Account at the end of each reporting period (which is no less frequent than quarterly) and identify all Transactions in the Account during such period. Client

acknowledges it has the responsibility to reconcile the report from Investment Manager with the statement from the Designated Custodian and to notify Investment Manager immediately if there are any discrepancies.

(c) Client shall instruct the Designated Custodian to (i) carry out all Transactions directed, in writing or electronically, by Investment Manager, (ii) confirm to Investment Manager in writing or electronically, all completed Transactions, and (iii) cooperate with Investment Manager in its performance of the Services under this Agreement.

(d) Investment Manager shall instruct all brokers and dealers executing orders on behalf of the Account (i) to forward to the Designated Custodian and Client copies of all confirmations promptly after execution of Transactions, and (ii) that the settlement process for all Transactions shall be delivery vs. payment (DVP).

(e) Client will provide Investment Manager with a certificate setting forth the names and specimen signatures of the individuals who are authorized to act on behalf of Client, and the Designated Custodian agrees to inform Investment Manager promptly in writing of any change of such authorized individuals. Investment Manager is entitled to rely, without independent investigation, upon any notice, instruction, direction, or communication that has been executed by an individual who is so identified in such certificate as authorized to act on behalf of Client or the Designated Custodian.

(f) Client will provide Investment Manager with prompt written notice in advance of engaging a new Designated Custodian or Sub-custodian in connection with the Account.

#### **5. Management Fee.**

(a) For the performance of its obligations under this Agreement, Investment Manager will charge a fee at an annual rate of 0.09% (9 basis points) ("Daily Fee Rate") from the Account Value (the "Management Fee"). The Management Fee will accrue on a daily basis and be paid monthly in arrears and prorated for any portion of the month in which this Agreement is in effect. The Management Fee shall be calculated as follows: The Account Value is multiplied by the Daily Fee Rate and is divided by 365 or 366 days in the event of a leap year to equal the Management Fee accrual. The Account Value shall be based on the prior day's net asset value and shall include cash and cash-equivalents. For weekend days and holidays, the net asset value for the previous business day will be utilized for the calculation of fees.

(b) After the conclusion of month-end, the Investment Manager will present a copy of invoice to the Client. Client authorizes Investment Manager to submit Client's Management Fee invoice to the Designated Custodian and hereby authorizes the Designated Custodian to pay the Management Fee directly from Client's Account (monthly in arrears).

(c) Fees may be waived or abated at any time, or from time to time, at the sole discretion of the Investment Manager. Any such waived fees may be restored by the written agreement between the Client and Investment Manager.

(d) The Investment Manager shall pay for Custody services at UMB Bank NA. The Client is responsible for executing a separate agreement with the custodial bank(s), if any.

#### **6. Performance Reports.**

Investment Manager shall have the right to acknowledge Client as its client and use the performance history and supporting documentation of (i) the Account from the Effective Date until the date of termination of this Agreement, and (ii) the Assets of the Account. During the Term of this Agreement and for such period thereafter that Investment Manager continues to use any such performance history, Client shall make available, and/or make reasonable efforts to cause the Designated Custodian to make available, to Investment Manager, at Investment Manager's sole expense, all information reasonably necessary to allow for the recalculation of portfolio and composite-level returns, for the purposes of establishing and maintaining an audited performance record of the Account conforming to the Global Investment Performance Standards (GIPS®), provided such information shall not be unreasonably burdensome to Client. Notwithstanding anything herein to the contrary, in no event will providing

any such information be deemed unreasonably burdensome to Client if such information shall be provided pursuant to applicable law or regulation. Investment Manager shall indemnify and hold Client harmless from and against any loss, liability, claim or expense, including attorneys' fees and expenses, arising from Investment Manager's wrongful use of such information.

#### **7. Term and Termination.**

The term of this Agreement shall commence on the Effective Date for an initial term of one (1) year (the "Initial Term") and may be renewed for an additional four (4) terms of one (1) year each (each, an "Additional Term"; the Initial Term, together with any Additional Term, is hereinafter referred to as the "Term") upon mutual written agreement. In addition, in the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement, if such material breach is not cured within 30 days after written notice of such breach is given by the non-breaching Party to the breaching Party. Either Party may cancel this Agreement for any or no reason upon ninety (90) days written notice to the other Party. Notwithstanding anything to the contrary herein, Sections 5, 14, and 17 shall survive termination of this Agreement.

#### **8. Asset Withdrawals.**

Client shall determine the Assets that will be withdrawn from the Account from time to time and shall notify Investment Manager, in writing, of significant asset withdrawals within a reasonable amount of time. Client acknowledges and agrees that performance returns may be negatively impacted if withdrawals are made upon insufficient notice, even if those withdrawals are permitted by the Investment Manager.

#### **9. Consent to Electronic Delivery of Documents and Signatures.**

(a) Client consents to the delivery of documents related to the Services electronically, as described below ("Consent to Electronic Delivery").

(b) Client agrees and acknowledges that delivery of documents may be via electronic media, including, but not limited to, a PDF file to the email addresses provided to Investment Manager by Client, or via secure online access to such documents. Client acknowledges that it has access to this media and the ability to print and/or download the information provided thereby.

(c) Client will provide Investment Manager with appropriate email addresses for sending electronic information consistent with the Consent to Electronic Delivery by submitting a Contact Amendment Form in the form provided by Investment Manager. Client will notify Investment Manager in writing if delivery should be made to any additional email addresses or if delivery to any of the initially provided e-mail addresses should be discontinued. It is Client's responsibility to give notice to Investment Manager of any updates regarding changes to any authorized email addresses. The Consent to Electronic Delivery is valid until such consent is revoked by Client and provided, in writing, to Investment Manager. Occasional requests for paper documents will not constitute revocation of Consent to Electronic Delivery.

(d) Documents subject to this Consent to Electronic Delivery include Investment Manager's Form ADV, Part 1, Part 2A firm brochure and Part 2B brochure supplement, Account reports and reviews and other information regarding Account activity, invoices, tax information and any disclosure or notification that is required under this Agreement, applicable regulations, other regulatory communications, and Investment Manager's Privacy Policy information.

(e) By signing this document, Client agrees to have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents.

#### **10. Brokerage and Aggregated Transactions.**

Client hereby agrees that Investment Manager shall have full authority and discretion to select brokers, dealers, or counterparties through whom any Transaction in respect of the Account shall be executed. In connection

with the selection of such brokers, dealers and counterparties, and the placing of such orders, Investment Manager will seek the “best execution,” as described more fully in its Form ADV Part 2A. In addition, Client acknowledges that Investment Manager may aggregate trades placed on behalf of Client with trades placed on behalf of Investment Manager’s other clients, so long as such trades are placed for the benefit of Client, within Client’s investment guidelines, and are in accordance with Investment Manager’s policies described in its Form ADV Part 2A.

**11. Client’s Representations, Warranties and Covenants.**

Client hereby represents and warrants to Investment Manager that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) Client’s execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Client is a party or by which Client or its property is bound, whether arising by contract, operation of law, or otherwise.

(c) This Agreement has been duly authorized by all required entity action of Client, and, when executed and delivered, will be a legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors’ rights generally from time to time in effect and the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity). Client will provide to Investment Manager such evidence of such authority as Investment Manager may reasonably require, whether by way of a certified resolution or otherwise.

(d) Client has received, prior to, or contemporaneously with, the Effective Date: (i) Investment Manager’s current Form ADV Part 2A and Part 2B; and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of Investment Manager’s Privacy Policy (collectively, with the items listed in (i), the “**Disclosure Documents**”). Client further acknowledges that Client has, together with representatives of Investment Manager, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith, has had the opportunity to discuss such materials with representatives of Investment Manager prior to execution of this Agreement, and understands the matters set forth in the Disclosure Documents. In the event of a material change to any Disclosure Documents, Investment Manager shall provide Client with revised Disclosure Documents no later than 60 days following the change.

(e) Client will provide Investment Manager with all information and documentation which Investment Manager requests as being reasonably necessary or appropriate to establish and maintain the Account.

(f) The foregoing representations and warranties shall be continuing during the Term, and if at any time during the Term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Client promptly will notify Investment Manager of such event and of any resulting untruths or inaccuracies.

**12. Investment Manager’s Representations, Warranties and Covenants.**

Investment Manager hereby represents and warrants to Client that:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization.

(b) Investment Manager’s execution, delivery, and performance of this Agreement does not violate or conflict with any agreement or obligation to which Investment Manager is a party or by which Investment Manager or its property is bound, whether arising by contract, operation of law, or otherwise.

(c) This Agreement has been duly authorized by all appropriate action of Investment Manager, and, when executed and delivered, will be a legal, valid, and binding agreement of Investment Manager, enforceable against

Investment Manager in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or other similar Laws affecting the enforcement of creditors' rights generally from time to time in effect and the availability of equitable remedies (regardless of whether enforceability is considered in a proceeding at law or in equity). Investment Manager will provide to Client such evidence of such authority as Client may reasonably require, whether by way of a certified resolution or otherwise.

(d) As of the Effective Date, Investment Manager is a registered investment adviser under the Advisers Act, and, at all times during the Term, Investment Manager shall be either registered under the Advisers Act or exempt from such registration.

(e) Neither Investment Manager nor its Affiliates (as defined in Section 13(a)) are subject to any order, judgment or decree described in Section 203(e) or (f) of the Advisers Act or has received notice that it is currently under investigation by any regulatory body that would be reasonably expected to give rise to such an order, judgment, or decree.

(f) The foregoing representations and warranties shall be continuing during the Term, and if at any time during the Term any event occurs which would make any of the foregoing representations and warranties untrue or inaccurate in any material respect, Investment Manager promptly will notify Client of such event and of any resulting untruths or inaccuracies.

### **13. Other Investment Manager Clients.**

(a) Investment Manager and its Affiliates perform, among other things, investment advisory services for accounts other than the Account. Client recognizes that Investment Manager and its Affiliates may provide investment management services to other clients, regardless of whether the investment policies of such clients are similar to or differ from those that Investment Manager hereby undertakes to perform with respect to the Account. As used in this Agreement, the term "Affiliate" of a person means any other person who controls, is controlled by, or is under common control with, such person.

(b) Investment Manager and its Affiliates may give advice and act in the performance of their duties to other clients that may differ from advice given, or the timing and nature of action taken, with respect to the Account. Nothing in this Agreement shall be deemed to impose upon Investment Manager any obligation to purchase or sell or recommend for purchase or sale for the Account any security or other property that Investment Manager, or its members, officers or employees, may purchase or sell, or recommend for purchase or sale, for their own account or the account of any other client of Investment Manager, so long as it is Investment Manager's policy and practice, to the extent practicable, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to its other clients.

### **14. Standard of Care.**

It is agreed that the standard of care applicable to Investment Manager under this Agreement is that owed pursuant to applicable federal and state law, including the Advisers Act. At a minimum and not in lieu of greater standards of care in applicable state and federal law, Investment Manager will perform all duties and responsibilities in this Agreement with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent investment expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like objectives. Nothing in this Agreement shall in any way constitute a waiver or limitation of any right of Client or any person under federal and state securities laws. Client acknowledges that Investment Manager makes no representation or warranty, express or implied, that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of Investment Manager. Investment Manager shall have no responsibility or liability in the selection of investments other than investments for the Account, or otherwise regarding the investment policies or strategy, or diversification of investments of Assets of Client that are not part of the Account or subject to the Investment Policy Statement.

### **15. Anti-Money Laundering; Office of Foreign Assets Control.**

(a) Client understands and agrees that Investment Manager prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (i) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (ii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control (available at <http://www.treas.gov/ofac>, as such list may be amended from time to time), (iii) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political figure, unless Investment Manager, after being specifically notified by Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (iv) for a foreign shell bank (as defined in the USA PATRIOT Act). Any natural person or entity described in clauses (i) through (iv) of this Section 15(a) is hereinafter referred to as a "**Prohibited Person.**"

(b) Client represents and warrants that neither it nor any of its Affiliates is a Prohibited Person.

#### **16. Agency Transactions.**

Client acknowledges that it is aware and understands that Investment Manager or its Affiliates may effect agency Transactions between their respective advisory clients, which may include the Account, provided that, with respect to any such agency Transaction, neither Investment Manager nor any of its Affiliates acts as a broker within the meaning of Section 206(3) of the Advisers Act and further provided that Investment Manager provides advance written disclosure to Client of agency capacity in any such Transaction.

#### **17. Confidential Relationship**

The terms and conditions of this Agreement, and all information and advice furnished by either Party to the other pursuant to this Agreement shall be treated as strictly confidential and (i) shall not be used by either Party, except as necessary to perform the Services or otherwise satisfy the obligations of the Parties under this Agreement, and (ii) shall not be disclosed to third parties, except (A) as required by law, rule, or regulation, (B) as requested by a regulatory authority, (C) for disclosures by either Party of information that has become public by means other than wrongful conduct by such Party or its officers, employees, or other personnel, or (D) for disclosures by either Party to its legal counsel, accountants, or other professional advisers. Investment Manager acknowledges and understands that Client is subject to the Texas Public Information Act (TPIA) and its limited exceptions. Upon a valid request under the TPIA for information under this Agreement, Client will provide Investment Manager with third party notification but assumes no other responsibility. It will be the responsibility of the Investment Manager to brief the Texas Attorney general on why such information should be exempted from disclosure.

#### **18. INDEMNIFICATION**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INVESTMENT MANAGER MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS CLIENT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY GROSSLY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE INVESTMENT MANAGER, ANY SUBCONTRACTOR, ANYONE EMPLOYED BY INVESTMENT MANAGER OR ANYONE THAT INVESTMENT MANAGER CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

(b) INVESTMENT MANAGER MUST PROTECT AND INDEMNIFY THE CLIENT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY INVESTMENT MANAGER, OR BY CLIENT AT THE DIRECTION OF INVESTMENT MANAGER, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, CLIENT MUST PROMPTLY NOTIFY INVESTMENT MANAGER AND INVESTMENT MANAGER MUST BE

GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. INVESTMENT MANAGER DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF CLIENT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, CLIENT AGREES TO COOPERATE REASONABLY WITH INVESTMENT MANAGER AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

(c) It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.

(d) Investment Manager understands and agrees that the Client is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

**19. General Provisions.**

(a) *Notice.* Unless otherwise specified herein, all notices, instructions, and any advice in connection with Transactions or other matters contemplated by this Agreement shall be deemed to be duly given (i) by personal delivery, on the date of delivery, or (ii) by email, on the date of confirmation of receipt, if confirmed by reply email or by telephone, to the following:

*If to Investment Manager:*

**Public Trust Advisors, LLC  
Attention: Steve Dixon  
717 17<sup>th</sup> St. Suite 1850  
Denver, CO 80202  
steve.dixon@publictrustadvisors.com**

*If to Client:*

Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, TX 76107

With Copies to:

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

Either Party may, from time to time by notice in writing given to the other Party as set forth above, designate a different mailing address or a different or additional person to whom all such notices or demands thereafter are to be addressed.

(b) *Governing Law; Jurisdiction.* This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Investment Manager and Client agree that any dispute, controversy, or action, whether equitable or legal, shall be brought in either a federal or state court located in Tarrant County, Texas, and the Parties unconditionally and irrevocably waive any and all jurisdictional venue and convenience objections and defenses that they may have in any such action in such jurisdiction.

(c) *Severability.* If one or more of the covenants, agreements, provisions, or terms of this Agreement are held invalid for any reason, those covenants, agreements, provisions, and terms will be treated as severable from the remaining covenants, agreements, provisions, and terms of this Agreement and will in no way affect the validity



or enforceability of the remaining covenants, agreements, provisions, and terms of this Agreement. If the invalidity of any covenant, agreement, provision, of this Agreement deprives any Party of the economic benefit intended to be conferred by this Agreement, the Parties shall negotiate in good faith to develop and substitute a replacement covenant, agreement, provision, or term having an economic effect that is as near as possible to the economic effect of the invalid provision and this Agreement as a whole.

(d) *Entire Agreement.* This Agreement and all attached exhibits and documents which are incorporated herein embody the entire agreement of the Parties with respect to the subject matter hereof. All prior agreements, understandings, and negotiations (including, without limitation, any memoranda of understanding or letters of intent) are merged herein and superseded hereby. In the event of any conflict between the provisions of this Agreement and any such attached exhibit or document, the provisions of this Agreement shall control.

(e) *Amendment.* This Agreement, including any attached exhibits or documents which are incorporated herein, may not be amended, or modified unless such amendment or modification is in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

(f) *Force Majeure.* Notwithstanding anything in this Agreement to the contrary, neither Party shall be responsible or liable for its failure to perform under this Agreement or for any losses to the Account resulting from any event beyond the reasonable control of such Party or its agents, including, but not limited to, nationalization, expropriation, devaluation, seizure, or similar action by any governmental authority, *de facto* or *de jure*; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges materially impairing the Assets; or the breakdown, failure or malfunction of any utilities or telecommunications systems, or any order or regulation of any banking or securities industry, including changes in market rules and market conditions materially impairing the execution or settlement of Transactions; or acts of war, terrorism, insurrection, or revolution.

(g) *Waivers.* No delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

(h) *Titles or Headings.* Titles or headings are not part of this Agreement, are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

(i) *Independent Contractor.* Investment Manager represents, warrants, and covenants that it is and shall be an independent contractor and shall, at its sole cost and expense, and without any additional compensation (except as provided herein), comply with all applicable laws, rules and regulations, including the payments of all income taxes, social security contributions and other applicable local, state and federal taxes and insurance for Investment Manager and all of its employees.

(j) *Insurance.* At all times during the Term, the Investment Manager must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the Client, the following types of insurance:

- i. *Commercial General Liability Insurance:* The Investment Manager must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Investment Manager's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the Client as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the Client, and must contain a provision that the Client, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the Investment Manager, its employees, agents, representatives or contractors.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury \$500,000.00 combined single limits

Property Damage \$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury \$1,000,000.00 combined single limits

Property Damage \$2,000,000.00 aggregate

ii. Automobile Liability Insurance: The Investment Manager must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the Investment Manager and the Client against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

iii. Workers' Compensation/Employers' Liability: Investment Manager shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.

iv. Professional Liability Insurance: The Professional Liability Insurance provided by the Investment Manager must conform to the following requirements:

- The Investment Manager's Professional Liability Insurance must be in a form acceptable to the Client and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
- If on a claims-made basis, the Investment Manager must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
- The minimum limits to be maintained by the Investment Manager are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

v. Umbrella Insurance Policy: The Investment Manager must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the Client as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Client and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the Client in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Investment Manager's Policy(ies) required under this Agreement.

Upon Client's request, the Investment Manager must furnish the Client with certificates of insurance evidencing the Investment Manager's insurance coverage is consistent with the terms of this Agreement. The Investment Manager must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the Client may terminate this agreement without further liability to the Investment Manager. Additionally, the Investment Manager must be liable to the Client for any and all damages incurred due to the Investment Manager's failure to perform the agreement terms. The Investment Manager must name the Client as an additional insured.

(k) *Counterparts*. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one and the same instrument binding on all Parties, notwithstanding that all Parties shall not have signed the same counterpart. To facilitate execution of this Agreement, the Parties may execute and exchange the signature page by facsimile, PDF counterparts or electronically completed and executed by the Parties via the use of media or services such as DocuSign. Client represents, warrants, and agrees that any electronic signatures and information appearing herein were made and provided by Client and that such electronic signatures and information will have the same legal validity, enforceability, and admissibility as though they were manually made by Client.

(l) *Further Assurances and Documents*. Investment Manager and Client agree to execute such additional documents, and to perform such further acts, as may be necessary or advisable to carry out the provisions of this Agreement.

(m) *Cumulative Remedies*. The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

(n) *Assignment*. No assignment (as that term is defined in Section 80(b)-2 of the Advisers Act) of this Agreement may be made by either Party without consent of the non-assigning party, provided that Investment Manager may assign or delegate all or part of its duties or rights under this Agreement to any of its Affiliates. For purposes of determining Client consent in the event of an assignment, Investment Manager will give Client written notice of the assignment. If Client does not object in writing within 30 days of the date of such notice, Client will be deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and permitted assigns of the Parties.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the **Effective Date**.

**Public Trust Advisors, LLC, a Colorado limited liability company**

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

Name: Stephen J Dixon

Title: Director

Date: February 24, 2023

**Fort Worth Independent School District**

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

Name: Tobi Jackson

Title: Board President

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

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

Name: Dr. Angélica Ramsey

Title: Superintendent

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

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

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

Title: \_\_\_\_\_

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:        **APPROVE FIRST 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 First Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies CKC(LOCAL) and CPC(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First 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  
February 28, 2023 BOARD MEETING: 1<sup>st</sup> 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  
March 28, 2023**

**TOPIC:       APPROVE BOARD APPOINTED REPLACEMENT TO THE DISTRICT  
ADVISORY COMMITTEE**

**BACKGROUND:**

Board policy provides for the appointment of parent, business, and community representatives to the District Advisory Committee (DAC) in a manner that provides appropriate representation of the community’s diversity {[BQA \(LOCAL\)](#)}. These representatives serve for two (2) years and may be appointed for an additional two (2) year term.

Board policy and state law offer the following definitions:

1. A person who stands in parental relation to a student is considered a parent.
2. A parent who is an employee of the District is not considered a parent representative on the committee.
3. Representatives of businesses need not reside in the District nor must their businesses be located in the District.
4. Representatives of the community must reside in the District and must be at least 18 years old.

The Board appointed individuals to the DAC at the August 23, 2022 regularly scheduled Board meeting. A Place 14 representative has resigned, and a Board appointed representative will fulfill the remainder of the term ending in May 2024.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Board Appointed Replacement to the District Advisory Committee
2. Decline to Approve Board Appointed Replacement to the District Advisory Committee
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Board Decision

**FUNDING SOURCE:**

No Cost

***Additional Details***

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not a Purchase*

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

Fort Worth ISD Board of Trustees

**RATIONALE:**

Per [BQA\(LOCAL\)](#), Representatives to fill vacancies occurring for any reason in Places 13 through 21 shall be selected by the Board to serve the balance of the term. This appointment to the committee will comply with Board policy and state law.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
FEBRUARY 28, 2023**

**BACKGROUND:**

The 2022-2023 General Fund was initially adopted on June 28, 2022. During the month of February 28, 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 February 28, 2023
2. Decline to Approve Budget Amendment for the Period Ended February 28, 2023
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended February 28, 2023

**FUNDING SOURCE:       *Additional Details***

General Fund                      Not Applicable

**COST:**

Not Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

Not a Purchase

**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**

	<b>Consolidated General Fund 2022-2023 Amended Budget 1/31/2023</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2022-2023 Amended Budget 2/28/2023</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
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
<b>Total Revenue &amp; Other Sources</b>	<b>\$820,672,755</b>	<b>\$0</b>	<b>\$820,672,755</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$464,482,759	(\$397,215)	\$464,085,544
12 Instruction Resources and Media Services	\$12,619,548	(\$14,340)	\$12,605,208
13 Curriculum and Instructional Staff Development	\$13,089,875	(\$840)	\$13,089,035
21 Instructional Administration	\$17,329,013	(\$33,755)	\$17,295,258
23 School Administration	\$52,237,726	\$28,207	\$52,265,933
31 Guidance and Counseling Services	\$48,408,974	(\$8,207)	\$48,400,767
32 Social Work Services	\$5,158,252	\$6,400	\$5,164,652
33 Health Services	\$11,744,939	(\$46,367)	\$11,698,572
34 Student Transportation	\$39,119,044	\$0	\$39,119,044
35 Food Services	\$647,481	\$1,753	\$649,234
36 Cocurricular/Extracurricular Activities	\$19,769,806	\$104,098	\$19,873,904
41 General Administration	\$24,313,802	\$24,083	\$24,337,885
51 Plant Maintenance and Operations	\$100,972,833	\$303,516	\$101,276,349
52 Security and Monitoring Services	\$14,036,580	\$376	\$14,036,956
53 Data Processing Services	\$32,186,378	(\$183,559)	\$32,002,819
61 Community Services	\$5,145,232	\$169,656	\$5,314,888
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,608,462	\$46,194	\$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	\$0	\$3,000,000
<b>Total Budgeted Expenditures</b>	<b>\$876,968,333</b>	<b>\$0</b>	<b>\$876,968,333</b>
<b>Total Deficit</b>	<b>(\$56,295,578)</b>	<b>\$0</b>	<b>(\$56,295,578)</b>
Beginning Fund Balance (Audited)	351,232,352		351,232,352
Fund Balance-Ending (Unaudited)	<b>\$294,936,774</b>	<b>\$0</b>	<b>\$294,936,774</b>

February 28, 2023 Budget Amendment		Increase	Decrease	Net Effect
<b>Function</b>	<b>Expenses</b>			
11	Fund 198-transfer to function 51 to provide budget for fire alarm system replacements for campuses		330,995	
	Fund 199-transfer to function 36 to provide budget for stipends for UIL Coaches for Enrichment Programs		88,075	
	Campus/Dept. normal course of District operations	21,855		
	<b>Overall effect on Function 11</b>	<b>21,855</b>	<b>419,070</b>	<b>(397,215)</b>
12	Campus/Dept. normal course of District operations		14,340	
	<b>Overall effect on Function 12</b>	<b>0</b>	<b>14,340</b>	<b>(14,340)</b>
13	Campus/Dept. normal course of District operations		840	
	<b>Overall effect on Function 13</b>	<b>0</b>	<b>840</b>	<b>(840)</b>
21	Campus/Dept. normal course of District operations		33,755	
	<b>Overall effect on Function 21</b>	<b>0</b>	<b>33,755</b>	<b>(33,755)</b>
23	Campus/Dept. normal course of District operations	28,207		
	<b>Overall effect on Function 23</b>	<b>28,207</b>	<b>0</b>	<b>28,207</b>
31	Campus/Dept. normal course of District operations		8,207	
	<b>Overall effect on Function 31</b>	<b>0</b>	<b>8,207</b>	<b>(8,207)</b>
32	Campus/Dept. normal course of District operations	6,400		
	<b>Overall effect on Function 32</b>	<b>6,400</b>	<b>0</b>	<b>6,400</b>
33	Fund 199-transfer to function 81 provide additional budget in various functions for TRS on Behalf		46,194	
	Campus/Dept. normal course of District operations		173	
	<b>Overall effect on Function 33</b>	<b>0</b>	<b>46,367</b>	<b>(46,367)</b>
35	Campus/Dept. normal course of District operations	1,753		
	<b>Overall effect on Function 35</b>	<b>1,753</b>	<b>0</b>	<b>1,753</b>
36	Fund 199-transfer from function 11 to provide budget for stipends for UIL Coaches for Enrichment Programs	88,075		
	Campus/Dept. normal course of District operations	16,023		
	<b>Overall effect on Function 36</b>	<b>104,098</b>	<b>0</b>	<b>104,098</b>
41	Campus/Dept. normal course of District operations	24,083		
	<b>Overall effect on Function 41</b>	<b>24,083</b>	<b>0</b>	<b>24,083</b>
51	Fund 198- transfer from function 11 for fire alarm system replacements at campuses	330,995		
	Campus/Dept. normal course of District operations		27,479	
	<b>Overall effect on Function 51</b>	<b>330,995</b>	<b>27,479</b>	<b>303,516</b>
52	Campus/Dept. normal course of District operations	376		
	<b>Overall effect on Function 52</b>	<b>376</b>	<b>0</b>	<b>376</b>
53	Campus/Dept. normal course of District operations		16,559	
	Fund 199-transfer to function 61 provide additional budget in various functions for TRS on Behalf		167,000	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 53</b>	<b>0</b>	<b>183,559</b>	<b>(183,559)</b>
61	Fund 199-transfer from function 53 to provide additional budget in various functions for TRS on Behalf	167,000		
	Campus/Dept. normal course of District operations	2,656		
	<b>Overall effect on Function 61</b>	<b>169,656</b>	<b>0</b>	<b>169,656</b>
81	Fund 199-transfer from function 33 to provide additional budget in various functions for TRS on Behalf	46,194		
	<b>Overall effect on Function 81</b>	<b>46,194</b>	<b>0</b>	<b>46,194</b>
	<b>Total</b>	<b>733,617</b>	<b>733,617</b>	<b>0</b>



**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**SUMMARY OF 2022-2023 BUDGET AMENDMENTS  
CONSOLIDATED GENERAL FUND**



	ORIGINAL	ADD/ SUBTRACT	8/31/2022	ADD/ SUBTRACT	9/30/2022	ADD/ SUBTRACT	10/31/2022	ADD/ SUBTRACT	11/30/2022	ADD/ SUBTRACT	12/31/2022	ADD/ SUBTRACT	1/31/2023	ADD/ SUBTRACT	2/28/2023
<b>Revenue and Other Sources</b>															
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
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
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
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
<b>Total Revenue &amp; Other Sources</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>\$779,132,132</b>	<b>\$ -</b>	<b>\$779,132,132</b>	<b>\$ 41,540,623</b>	<b>\$820,672,755</b>		<b>\$820,672,755</b>
<b>Expenditures</b>															
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
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
13 Curriculum and Instructional Staff Developm	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276	12,023	11,797,299	44,963	11,842,262	1,247,613	13,089,875	(840)	13,089,035
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
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
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
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
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
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
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
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
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
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
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
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
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
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
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
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	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
<b>Total Budgeted Expenditures</b>	<b>\$819,514,451</b>	<b>14,161,337</b>	<b>\$ 833,675,788</b>	<b>26,228,857</b>	<b>\$ 859,904,645</b>	<b>(0)</b>	<b>\$ 859,904,645</b>	<b>7,906,374</b>	<b>\$ 867,811,019</b>	<b>0</b>	<b>\$ 867,811,019</b>	<b>9,157,314</b>	<b>\$ 876,968,333</b>	<b>\$ 0</b>	<b>\$ 876,968,333</b>
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)
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
<b>Fund Balance - Ending (Unaudited)</b>	<b>\$310,850,033</b>	<b>(\$14,161,337)</b>	<b>\$296,688,696</b>	<b>(\$26,228,857)</b>	<b>\$270,459,839</b>	<b>\$0</b>	<b>\$270,459,839</b>	<b>(\$7,906,374)</b>	<b>\$262,553,465</b>	<b>(\$0)</b>	<b>\$262,553,465</b>	<b>\$32,383,309</b>	<b>\$294,936,774</b>	<b>(\$0)</b>	<b>(\$56,295,578)</b>

**CONSENT AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
FEBRUARY 28, 2023 FOR DEBT SERVICE FUND**

**BACKGROUND:**

The Debt Service Fund budget was initially adopted on June 28, 2022. A review of the debt service fees necessary to address certain legal, bond issuance and other administrative costs during the year requires an increase in the line item for these types of expenses. This amendment provides for the budgetary changes in Debt Service Fund associated with these transactions. 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 February 28, 2023 for Debt Service Fund
2. Decline to Approve Budget Amendment for the Period Ended February 28, 2023 for Debt Service Fund
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

***Additional Details***

Debt Service Fund

Not Applicable

**COST:**

Not Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not a Purchase*

**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

**Fort Worth Independent School District  
Debt Service Fund  
Budget Amendment for 2022-2023**

Revenues	2022-2023 Adopted	Proposed Budget Adjustment	2022-2023 Revised
5711 Taxes Current Year Levy	\$139,357,626	\$ -	\$139,357,626
5719 Taxes Penalty and Interest	845,710		845,710
5742 Earnings Temp Dep Invest	54,948		54,948
5829 Misc State Porgram Revenues	2,496,274		2,496,274
<b>Total Revenues</b>	<b>\$142,754,558</b>	<b>\$ -</b>	<b>\$142,754,558</b>
<b>Expenditures - Function 71</b>			
6511 Bond Principal	\$88,835,000		\$88,835,000
6521 Interest on Bonds	\$51,538,865		\$51,538,865
6599 Other Debt Service Fees	\$25,000	\$100,000	\$125,000
<b>Total Budgeted Expenditures</b>	<b>\$140,398,865</b>	<b>\$100,000</b>	<b>\$140,498,865</b>
<b>Excess (Deficiency)</b>	<b>\$2,355,693</b>	<b>(\$100,000)</b>	<b>\$2,255,693</b>

(a) Increase due to certain legal, bond issuance and other administrative costs during the year

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**     **APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES DECLARING PROGRAM CHANGE**

**BACKGROUND:**

The Superintendent of Schools has determined it is in the best interest of the District to restructure the organization of the District's Divisions of Academics, Equity and Excellence, Innovation and Transformation, School Leadership, and Student Support Services. The program change is part of the ongoing efforts to address the decrease in student enrollment and the need to reallocate resources from the central administration to impact student learning more positively.

This restructure will result in changes in a number of positions within the above-referenced divisions. Specifically, the program change will impact the following employment areas: the administrative positions of chiefs, assistant superintendents, executive directors, directors, assistant directors, and coordinators within these divisions.

As part of the program change, some positions will be eliminated while others will be merged or undergo changes in responsibilities. Employees will have the opportunity to apply for positions under the reorganized structure in accordance with Fort Worth ISD Board Policy DFFB (Local).

District Board Policy DFFB (Local) authorizes the Superintendent to recommend and the Board of Trustees to approve a District program change, which constitutes sufficient reason for non-renewal for District employees who currently have a Chapter 21 term contract. Upon passage of this Resolution, the Superintendent shall implement the requirements of District Policy DFFB (Local) for this Reduction in Force based on a program change and implement it by making recommendations to the Board regarding the termination, proposed termination, and/or proposed nonrenewal of Chapter 21 employees currently working in the affected employment areas.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Declaring Program Change.
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Declaring Program Change.
3. Remand to Staff for Further Study.

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution of the Fort Worth Independent School District Board of Trustees Declaring Program Change.

**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:**

- Division of Academics
- Division of Equity and Excellence
- Division of Innovation and Transformation
- Division of School Leadership
- Division of Student Support Services

**RATIONALE:**

The program change will address the decrease in student enrollment and the need to reallocate resources from the central administration to impact student learning more positively.

**INFORMATION SOURCE:**

Dr. Angélica Ramsey  
Karen Molinar

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**RESOLUTION DECLARING PROGRAM CHANGE**

*WHEREAS*, The Superintendent of Schools has determined it is in the best interest of the District to restructure the organization of the District's Divisions of Academics, Equity and Excellence, Innovation and Transformation, School Leadership, and Student Support Services. The program change is part of the ongoing efforts to address the decrease in student enrollment, reduce costs, and reallocate resources from the central administration to impact student learning more positively. This restructure will result in changes in a number of positions within the above referenced divisions. Specifically, the program change will impact the following employment areas: the administrative positions of chiefs, assistant superintendents, executive directors, directors, assistant directors, and coordinators within these divisions; and

*WHEREAS* Fort Worth Independent School District Board Policy DFFB (Local) authorizes the Superintendent to recommend and the Board of Trustees to approve a District Program Change, which constitutes sufficient reason for non-renewal for District Employees who currently have a Chapter 21 Term Contract; and,

*WHEREAS*, Fort Worth Independent School District Board Policy DFFB requires the Superintendent of Schools to recommend employment areas to be affected as a result of the District Program Change; and,

*WHEREAS*, Fort Worth Independent School District Board Policy DFFB requires that the Superintendent shall apply specific criteria to employees within the affected employment areas; and,

*WHEREAS*, Fort Worth Independent School District Board Policy DFFB requires that District employees who are affected by a reduction in force be considered for available positions if he/she received a noticed or proposed non-renewal as a result of the reduction in force due to a program change.

***NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:***

**SECTION 1.** That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

**SECTION 2.** That the Board is authorized by the provisions of Fort Worth Independent School District Board Policy DFFB to declare a need for a program change and a need to reduce personnel on term contracts as a result of efforts to improve efficiency and a reorganization of the departments and staffing patterns in which the employment areas above are.

**SECTION 3.** That the Board finds and declares a need to reduce personnel on term contracts in the affected employment areas as described in the recitals of this Resolution affected by this program change as a result of efforts to improve efficiency and a reorganization of the departments and staffing patterns in which the employment areas above are.

**SECTION 4.** That the Board finds and declares, at the recommendation of the Superintendent, that the employment areas to be affected as a result of efforts to improve efficiency and a reorganization of the following District Departments: Divisions of Academics, Equity and Excellence, Innovation and Transformation, School Leadership, and Student Support Services, included chapter 21 term contract positions of chiefs, assistant superintendents, executive directors, directors, assistant directors, and coordinators within these divisions/departments.

**SECTION 5.** That the Board directs that upon passage of this Resolution, the Superintendent shall implement the requirements of Fort Worth Independent School District Policy DFFB (Local) for this Reduction in Force based on a program change, and implement it by making recommendations to the Board regarding the termination, proposed termination and/or proposed nonrenewal of Chapter 21 employees currently working in the affected employment areas, as set forth above in this Resolution.

***EXECUTED*** this the 28th day of March 2023.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By:

\_\_\_\_\_  
**TOBI JACKSON**  
President  
Board of Trustees  
Fort Worth Independent School District

ATTEST:

\_\_\_\_\_  
**CARIN “CJ” EVANS**  
Secretary  
Board of Trustees  
Fort Worth Independent School District



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:       APPROVE ADDITIONAL SPENDING AUTHORITY FOR JOB ORDER CONTRACTING SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On November 13, 2018, the Board of Education approved entering contracts for Job Order Contracting Services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$3,000,000 (Competitive Sealed Proposal {CSP} #19-004). On August 23, 2022, the Board of Education approved an increase of an additional \$2,000,000 in spending authority for these services. The Capital Improvement Program (CIP) is requesting an additional \$10,000,000 in spending authority for these services. These services will enable the District to address additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2017 CIP projects.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

CIP 2017	671-81-6629-J41-XXX-99-000-XXXXXX
	671-81-6629-C41-XXX-99-000-XXXXXX

**COST:**

Not-to-Exceed - \$10,000,000

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not a Purchase*

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

Capital Improvement Program

**RATIONALE:**

Job Order Contracting Services is necessary to support the 2017 Capital Improvement Program. Approval of additional spending authority will allow CIP to enter contracts for these services and will enable the District to address any additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2017 CIP projects.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC: APPROVE PURCHASE AND INSTALLATION OF REPLACEMENT ROOFTOP UNITS AT 22 ELEMENTARY CAMPUSES**

**BACKGROUND:**

On October 26, 2022, the District published Request for Proposal (RFP) #23-055 to identify vendor(s) to replace Heating, Ventilation, and Air Conditioning (HVAC) Roof Top Units at 22 Elementary Campuses. HVAC design services were contracted to provide an assessment on current roof top units for these campuses, as a result, the recommendation of the rooftop replacement units.

The proposals of eleven (11) responding vendors were evaluated by a committee of Fort Worth ISD staff and five (5) proposals met the needs of the District, based on best pricing and a vendor’s experience with doing business with the District. The vendors were awarded by campus.

The RFP period of performance is to June 30, 2024, with the option to renew for one (1) additional year.

Due to the current nation-wide manufacturing and supply chain issues, a 10% allowance has been added to the proposal to cover the daily fluctuation in market values of large equipment.

<b>School</b>	<b>Final Vendor</b>	<b>Price \$</b>
Milton L Kirkpatrick ES	American Mechanical Services (AMS) of Texas, LLC	\$ 131,623.00
Oakhurst ES	American Mechanical Services (AMS) of Texas, LLC	\$ 508,625.00
South Hi Mount ES	American Mechanical Services (AMS) of Texas, LLC	\$ 501,207.00
Rufino Mendoza ES	American Mechanical Services (AMS) of Texas, LLC	\$ 142,752.00
Cesar Chavez ES	American Mechanical Services (AMS) of Texas, LLC	\$ 895,876.00
Jo Kelly School	John Cook & Associates	\$ 288,672.00
Oaklawn ES	John Cook & Associates	\$ 598,050.00
East Handley ES	John Cook & Associates	\$ 320,138.00
Richard J Wilson ES	John Cook & Associates	\$ 567,893.00
Westcliff ES	John Cook & Associates	\$ 602,731.00

Ridglea Hills ES	John Cook & Associates	\$ 538,118.00
Carter Park ES	John Cook & Associates	\$ 641,688.00
Christene C. Moss ES	John Cook & Associates	\$ 332,281.00
West Handley ES	John Cook & Associates	\$ 657,747.00
Versia L. Williams ES	John Cook & Associates	\$ 526,363.00
W. J. Turner ES	John Cook & Associates	\$ 215,078.00
E. M. Daggett ES	John Cook & Associates	\$ 265,141.00
Sagamore Hill ES	John Cook & Associates	\$ 870,052.00
Luella Merrett ES	John Cook & Associates	\$ 539,705.00
Charles E. Nash ES	Lochridge Priest Inc.	\$ 115,830.00
South Hills ES	Next-Gen Air	\$ 788,535.00
Western Hills ES	Panther Air, LLC	\$ 852,320.31
	Total	\$ 10,900,425.31
	10 % Contingency	\$ 1,090,042.51
	Grand Total	\$ <b>11,990,467.82</b>

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase and Installation of Replacement Rooftop Units at 22 Elementary Campuses
2. Decline to Approve Purchase and Installation of Replacement Rooftop Units at 22 Elementary Campuses
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase and Installation of Replacement Rooftop Units at 22 Elementary Campuses

**FUNDING SOURCE:**

ESSER Fund

**Additional Details:**

282-81-6639-001-XXX-99-950-000451-22F32

**COST:**

\$11,990,467.84

**VENDORS:**

American Mechanical Services (AMS) of Texas, LLC  
John Cook & Associates  
Lochridge Priest Inc.  
Next-Gen Air  
Panther Air, LLC

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*  
*RFP #23-055 - HVAC Rooftop Replacement 22 Campuses*

*Bid/Proposal Statistics*

Bid Number: 23-055  
Number of Bid/Proposals received: 12  
HUB Firms: 2  
Compliant Bids: 11

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 Roof Top Units at these campuses will provide a better ventilation and energy-efficient unit environment for the schools.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       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**

**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. Technology includes interactive flat panels with movable stands for teacher presentations and student interactivity. Replacing all flat panels at all Leadership Academy Network campuses and Phalen Leadership Academy at J. M. Jacquet Middle School will ensure that all classrooms will have flat panels that align with the devices provided to teachers and students. Approval is needed to ensure essential classroom technology tools are available and installed for all rooms of learning and planning.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

Special Revenue	282-11-6396-LDA-045-24-950-000000-22F32.....	\$211,220.35
	282-11-6396-LDA-064-24-950-000000-22F32.....	\$98,569.47
	282-11-6396-LDA-117-24-950-000000-22F32.....	\$140,813.55
	282-11-6396-LDA-124-24-950-000000-22F32.....	\$140,813.55
	282-11-6396-LDA-129-24-950-000000-22F32.....	\$165,455.93
	282-11-6396-LDA-144-24-950-000000-22F32.....	\$123,211.85

258-11-6396-PLA-059-24-541-000000-22143.....\$158,415.25

**COST:**

\$1,038,499.95

**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 6<sup>th</sup> 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

**ACTION AGENDA ITEM  
BOARD MEETING  
March 28, 2023**

**TOPIC:       APPROVE PURCHASE OF FIBER, WIDE AREA NETWORK  
EQUIPMENT, AND SERVICES (E-RATE ELIGIBLE)**

**BACKGROUND:**

The District issued Request for Proposal #23-093 for leased fiber for wide area network connectivity. This connectivity will provide resilient network connections at each school site. Each site will also have 10GB connections on the District’s wide area network. The contract will begin on July 1, 2023, and, per E-rate rules, will end on June 30, 2024, with the option to renew for four (4) additional years in one (1) year increments. Fiber network connectivity is eligible for a percentage discount under the Federal Communications Commission’s (FCC) E-rate program. The District is anticipating a 90% discount. The remaining 10% is the responsibility of the District. The District’s portion is contingent upon receiving the funding commitment from the FCC.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Fiber, Wide Area Network Equipment, and Services (E-Rate Eligible)
2. Decline to Approve Purchase of Fiber, Wide Area Network Equipment, and Services (E-Rate Eligible)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

TRE	198-11-6299-814-XXX-11-423-000000
	198-11-6396-814-XXX-11-423-000000

**COST:**

\$7,979,131



**Recurring Services**

Estimated Cost (100%).....\$214,357.00  
Projected E-Rate Reimbursement (90%).....\$192,921.30  
Projected District Expense (10%).....\$21,435.70

**One-Time Construction Cost**

Estimated Cost (100%).....\$7,758,774.00  
Projected E-Rate Reimbursement (90%).....\$6,982,896.60  
Projected District Expense (10%).....\$775,877.40

**VENDOR:**

Conterra Ultra Broadband

**PURCHASING MECHANISM:**

**Competitive Solicitation**

Bid Number 23-093  
Number of Bid/Proposals received: 3  
HUB Firms: 0  
Compliant Bids: 3

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

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

All Schools

**RATIONALE:**

Approval of this item will provide the District with a resilient fiber network for all schools.

**INFORMATION SOURCE:**

Marlon Shears

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**       **APPROVE AND AWARD REQUEST FOR PROPOSAL FOR STUDENT TRANSPORTATION MANAGEMENT SYSTEM**

**BACKGROUND:**

Fort Worth ISD requires an update to the student transportation management system. Since the last purchase in 2016, systems have become obsolete or have expired, which has impacted the level of efficiency within the department. In response to this need, the District released Request for Proposal (RFP) #23-076 entitled Student Transportation Management System (STMS) and received proposals from ten (10) vendors.

The selected management system will support routing creation and planning, fleet maintenance tracking, field trip management, a Digital Video Recorder (DVR) system for bus safety and security, and real-time Global Positioning System (GPS) tracking of buses that will also be available for families via a student tracking application.

The implementation of this system will begin immediately, with routing services and real-time GPS as the top priorities for full implementation by August 2023. The period of performance is one (1) year from the date of the award with four (4) option years, each of which would be presented to the Board for approval prior to the renewal date.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve and Award Request for Proposal for Student Transportation Management System
2. Decline to Approve and Award Request for Proposal for Student Transportation Management System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve and Award Request for Proposal for Student Transportation Management System

**FUNDING SOURCE:**       *Additional Details*

TRE	198-34-6399-001-999-99-437-000000
	199-34-6339-001-999-99-434-000000

**COST:**

Not-to-Exceed - \$2,500,000

**VENDORS:**

TripSpark  
Safety Vision

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*  
*RFP #23-076 - Student Transportation System*

***Bid/Proposal Statistics***

Number of Bid/Proposals received: 10  
HUB Firms: 1\*  
Compliant Bids: 10

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

Transportation Department

**RATIONALE:**

Implementing a new STMS will help the transportation department plan, execute, and optimize operations. STMS will help provide better support to the students and parents of Fort Worth ISD.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:**        **APPROVE ELECTION OF EDUCATION SERVICE CENTER REGION 11 BOARD OF DIRECTORS**

**BACKGROUND:**

An Education Service Center (ESC) Board is composed of seven members elected by the boards of trustees of the school districts in the ESC region. Positions to be filled on the ESC Region 11 Board of Directors are Place 2, representing Parker and Palo Pinto Counties, and Place 5, representing Tarrant County. Terms of office begin June 1, 2023.

Rod Townsend is running unopposed for Place 2. Elaine Edmonds and Jay Thompson are running for Place 5.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Election of Education Service Center Region 11 Board of Directors
2. Decline to Approve Election of Education Service Center Region 11 Board of Directors
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Board Discretion

**FUNDING SOURCE:**        **Additional Details**

No Cost                                Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not a Purchase*

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

Board of Trustees

**RATIONALE:**

Per ESC policy BBB(LEGAL), “Each member of the board of trustees of each school district in the ESC region shall have one vote for each vacancy on the ESC Board of Directors. Completed ballots shall be returned to the Chair of the ESC Board of Directors by April 5, 2023.”

**INFORMATION SOURCE:**

Karen Molinar

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**March 28, 2023**

**TOPIC:        **AUTHORIZE SUPERINTENDENT TO ACCEPT THE  
RELINQUISHMENT OF THE CHARTER AND TO MUTUALLY END  
THE CONTRACT WITH PHALEN LEADERSHIP ACADEMIES****

**BACKGROUND:**

The Fort Worth Independent School District (District) and Phalen Leadership Academies (PLA) entered into a Senate Bill (SB) 1882 Charter agreement on July 1, 2021, to operate J. Martin Jacquet Middle School. The purpose of this Agreement was to set forth the objectives, understandings, and agreements for PLA to provide educational services for the District in connection with Senate Bill No. 1882. PLA wishes to relinquish its SB 1882 charter and both parties wish to end the contract between them by mutual agreement at the end of the 2022 - 2023 school year. This authorization would allow the Superintendent to accept PLA's relinquishment of the charter and to negotiate the mutual end to the agreement.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Authorize Superintendent to Accept the Relinquishment of the Charter and to Mutually End the Contract with Phalen Leadership Academies
2. Decline to Authorize Superintendent to Accept the Relinquishment of the Charter and to Mutually End the Contract with Phalen Leadership Academies
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**        **Additional Details**

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Phalen Leadership Academies

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not Applicable*

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

J. Martin Jacquet Middle School

**RATIONALE:**

The parties intend to mutually end the agreement related to the SB 1882 Charter at J. Martin Jacquet Middle School. Granting the authority to the Superintendent to accept the relinquishment and to negotiate the mutual agreement to end the contract will ensure that the campus transition occurs as smoothly as possible.

**INFORMATION SOURCE:**

David Saenz

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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 March 24, 2023, at 4:00 p.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**