

*Board of Education  
Regular Meeting  
December 13, 2022*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

---

Notice is hereby given that on Tuesday, December 13, 2022, 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, December 12, 2022.

## 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. Special Recognition - Retirement of Executive Assistant Sr. to the Board of Education Office
4. LONE STAR GOVERNANCE

A. Goal 3: College, Career and Military Readiness - Building Talent Strong Students (*P and A*)

**5. REPORT/PRESENTATION (*OTHER*)**

A. Proposed Legislative Update

**6. BOARD COMMITTEE REPORT - Written Report Only (*OTHER*)** 7

**7. PUBLIC COMMENT (*S and T*)**

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

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

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

A. Board of Education Meeting Minutes	10
1. November 8, 2022 - Regular Minutes	12
B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More	
1. Ratify Emergency Purchase of Roof Repairs at Lily B. Clayton Elementary School	21
2. Approve Ratification of Payment of Teacher Incentive Allotment Designation Fee	24
3. Approve Ratification of Purchase of Professional Development Services	26
4. Approve Purchase of Middle School Science Classroom Materials Kits	39
5. Approve Purchase of Uniform for the Secondary Vocal Music Programs	44
6. Approve Purchase of Career and Technical Education Multi Axis Computerized Numerical Control Milling Center for Engineering and Robotics	66
7. Approve Purchase of Trucks for the Operations Division	85
8. Approve Purchase of Azure Cloud Credits	92
9. Approve Purchase of Adapters for Student Laptops	96
10. Approve Purchase of Laptop Replacements for Counseling Services	99

11. Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2022 - 2023 School Year	102
12. Approve Professional Systems Software and Technology to Continue Providing Patient Protection and Affordable Care Act Tracking and Reporting Services	107
13. Approve Mailroom Equipment Lease	109
14. Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities	115
15. Approve Character and Leadership Development Program for Student-Athletes	127
16. Approve Implementation Services for Hardware Asset Management Module	132
17. Approve Renewal of Service Management System	135
18. Approve Contract with a Service Provider to Provide Mentoring Services for Students at the Leadership Academy at Forest Oak Middle School	147
19. Approve Contracted Substitute Teacher Temporary Services	154
20. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023	156
21. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at the Leadership Academy at Como Elementary School for the School Year 2022 - 2023	161
22. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023	170
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Tech University	191
D. Approve Thrive North Texas Agreement for O.D. Wyatt's Resiliency Skills Program and Grocery Store	201
E. Approve Resolution to Approve Examinations for Acceleration or to Earn Credit	210
F. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters	214

G. Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for the Truelson-Hightower Leadership Learning Center Property	266
H. Approve Budget Amendment for the Period Ended November 30, 2022	273
I. Approve Purchase of Math Software for High Impact Tutoring Services	278
J. Approve First Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)	282
K. Approve Second Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL), and FMF(LOCAL)	289
L. Approve 2022 - 2023 Targeted Improvement Plans	305
M. Approve Contract for Construction Manager-at-Risk for the 2021 Capital Improvement Program	308
N. Approve Updates to the Fort Worth Independent School District Educational Specifications for Elementary, Middle, and High Schools for the 2021 Capital Improvement Program	337

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

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

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
  - 1. Pending Litigation and Settlement Offer - Palazzolo 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 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)

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

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

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

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

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

- A. 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
- B. Consider and Take Possible Action Regarding Settlement of Palazzolo v. Ft. Worth ISD
- C. Approve Purchase of Minor Small Equipment and Plumbing Services 340
- D. Approve Purchase of Minor Auditorium Equipment, Repairs, Parts, and Installation Services 342
- E. Approve Purchase of Minor Ground Surface Services 344
- F. Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services 346
- G. Approve Purchase of Minor Painting Projects and Power Washing Services 348
- H. Approve Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse 350
- I. Approve Purchase of Furniture, Fixtures, and Equipment (FF and E) for Westpark Relief Elementary School Job #256-131 in Conjunction with the 2021 Capital Improvement Program 353
- J. Approve Purchase of Laptops for Teachers and Students at High Schools 355
- K. Approve Configuration Services for Elementary Student Mobile Devices 360
- L. Approve Amended Authorization for Fort Worth After-School to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year 363
- M. Approve License Agreement with Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corporation for the 2023 Graduation Ceremonies 367
- N. Approve Resolution Concerning Implementation and Enforcement of School Safety Measures 382
- O. Approve Budget Transfer from the Administrative Budget to Program Contingency and the Use of Interest Income Funds for the 2017 Capital Improvement Program 385
- P. Consider the Complaint Hearing of Hollie Plemons (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)

Q. Consider the Complaint Hearing of Meredith Bowman (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)

R. Consider the Level III Grievance Hearing of Joe Palmer (Convene in Closed Session, if Necessary)

1. 15 Minutes - Presentation by Complainant and/or Representative(s)
2. 15 Minutes - Presentation by District Representative
3. Questions from Board Members
4. Board Deliberation
5. Render Decision, if any, on the Complaint Hearing (In Open Session)

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

**17. ADJOURN (*OTHER*)**

**REPORT ONLY AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:      **BOARD COMMITTEE REPORT****

**BACKGROUND:**

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

Finance

CJ Evans  
Tobi Jackson  
Anael Luebanos  
Roxanne Martinez

Facilities

Dr. Michael Ryan\*  
Tobi Jackson  
Anael Luebanos  
Camille Rodriguez

Legislative

Ann Darr  
CJ Evans  
Tobi Jackson  
Camille Rodriguez

Racial Equity

Quinton Phillips\*  
Wallace Bridges  
Roxanne Martinez

After School Coordinating Board

Wallace Bridges  
Quinton Phillips  
Roxanne Martinez

Safety & Security

Tobi Jackson\*  
Roxanne Martinez  
Dr. Michael Ryan

Board Audit

Anael Luebanos\*  
Ann Darr  
Dr. Michael Ryan

Special Safety and Security Blue Ribbon Committee (Ad Hoc)

Roxanne Martinez  
Tobi Jackson

Policy

Wallace Bridges  
CJ Evans  
Quinton Phillips  
Dr. Michael Ryan

\* 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 & Customer-Centered

### Legislative Priority:

The committee met via Zoom on December 2<sup>nd</sup>. All Trustees were present. Superintendent Ramsey, Deputy Superintendent Molinar, and Lisa Inzar from the Deputy Superintendent's office were present. The Trustees were presented a draft of legislative priorities based on Trustee feedback, District priorities, and consultation with consortia FWISD is a part of.

Trustees all asked questions or made comments about the priorities. It was explained that a draft of what the committee approves will be presented at the December Board meeting for transparency. The District will provide a QR code in order to attain stakeholder feedback. Updated priorities and community feedback will be presented to the committee in early January. The final version will be presented to the full Board for formal action at the first meeting in January.

Additional conversation regarding legislative days, communication toolkits, and meetings with our legislators took place. The committee was strong in their belief that our priorities must mirror the needs of our community and that we work collaboratively with our parents, teachers, and staff through the session.

### Safety and Security:

The committee met in person with 2<sup>nd</sup> Vice President Martinez joining virtually. In attendance in person were President Jackson, 1<sup>st</sup> Vice President Phillips, and Trustee Dr. Ryan. Several staff members were also present including Teacher Representative Tyrone Guyton, Superintendent Ramsey, Deputy Superintendent Molinar, Executive Director Danny Garcia, Director Cid Meadow, and Coordinator Ed McGinley.

The committee was presented with a report on the ongoing intruder audits by Mr. Garcia. He explained the rationale for audits and four categories. He shared that FWISD is well on its way of being fully compliant as any issues have already been resolved. He further shared that when there is a finding, school districts have 45 days to complete corrective actions.

Trustees asked several questions about the process, timeline for District to make repairs if necessary, and other safety measures besides hardening of schools. A question was also asked

regarding why specific information is not shared publicly. Mr. Garcia explained that specifics are not shared as a best practice due to the safety concerns that could cause.

FWISD departments are working well together to ensure that the safety of our students and staff is the number one priority.

**INFORMATION SOURCES:**

Angélica M. Ramsey  
Karen Molinar

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**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 Regular Meeting on November 8, 2022.

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 November 8, 2022, that the Board of Education of the Fort Worth Independent School District held a Regular Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on November 2, 2022, at 8:30 a.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING NOVEMBER 8, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on November 2, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on November 2, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

---

The following Board Members were present:

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

The following administrators were present:

- Angélica Ramsey, Superintendent
- 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
- Raúl Peña, Chief Talent Officer
- Joseph Coburn, Chief of Operations
- Marlon Shears, Chief Information Officer
- Barbara Griffith, Senior Communications Officer
- Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

President Jackson called the meeting to order at 5:30 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITION (OTHER)

A. Native American Heritage Month

Claudia Garibay gave the *Native American Heritage Month* Recognition.

President Jackson called for a three (3) minute recess before transitioning to *Lone Star Governance*.

4. LONE STAR GOVERNANCE

A. Goal 2: Early Math Progress Update (V and G)

Chief of Schools, Jerry Moore, Chief Academic Officer, Marcey Sorensen, and Associate Superintendent of Accountability and Data Quality, Sara Arispe, presented the *Goal 2: Early Math Progress Update* Lone Star Governance Report.

5. REPORTS/PRESENTATIONS (OTHER)

A. Annual Comprehensive Financial Report for the Year Ended June 30, 2022

Chief Financial Officer, Carmen Arrieta-Candelaria, Comptroller of Accounting, Maria Chavez, and Audit Engagement Partner from Weaver, Jackie Gonzalez, presented the *Annual Comprehensive Financial Report for the Year Ended June 30, 2022* report.

B. Intruder Detection Audit Findings

Deputy Superintendent, Karen Molinar, gave the *Intruder Detection Audit Findings* report.

6. PUBLIC COMMENT (S and T)

Speakers:

Miriam Lambert

Estella Williams

Carlos Trucios

Meredith Bowman

Missie Carra

Barton Scott

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

Consent Agenda Item 8.B.5. *Approve Renewal of Technology Service Management System* was pulled from Consent Agenda.

Anne Darr had a question on Consent Agenda Item 8.B.2. *Approve Purchase of an Online Assessment Tool.*

Dr. Angélica Ramsey pulled Board Policy AEA(LOCAL) on behalf of the Administration from Consent Agenda Item 8.G. *Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL), and FFH(LOCAL).*


8. 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. October 11, 2022 - Special Minutes
2. October 25, 2022 - Regular Minutes

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


1. Approve Instructional Materials for Elementary and Secondary Newcomer Emergent Bilingual Students to Accelerate English Language Proficiency

 Instructional Materials

2. Approve Purchase of an Online Assessment Tool

 Online Assessment Tool


3. Approve Purchase and Installation of Fence at I.M. Terrell Academy for STEM and VPA

 Purchase and Installation of Fence

4. Approve Purchase of Supplemental Material to Update Bookroom for Leadership Academy Network Elementary Schools


 Update Bookrooms

5. Approve Renewal of Technology Service Management System


 Technology Service Management System



6. Approve Annual Subscriptions of Document Management and E-Forms Licenses

 Subscriptions


7. Approve Contract for Endpoint Security and Incident Detection and Response Services

 Endpoint Security

8. Approve Contract Between Fort Worth Independent School District and Summit K12

 Summit K12

- C. Approve Resolution to Consider Alternative Graduation Requirements

 Alternative Graduation Requirements


- D. Approve Authorization for the Superintendent to Negotiate and Enter into a Contract with an Electricity Provider

 TASB Electricity

- E. Approve Pharmacy Technician Trainee Affiliation Agreement

 Pharmacy Technician Agreement


- F. Approve First Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL), and FMF(LOCAL)

 First Reading to Board Policies

- G. Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL), and FFH(LOCAL)

 Second Reading Revisions Board Policies

- H. Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2022

 Annual Report


- I. Approve Quarterly Investment Report for the Period: July 1, 2022 - September 30, 2022

 Quarterly Investment Report

- J. Approve Budget Amendment for the Period Ended October 31, 2022

 Budget Amendment

- K. Approve Goal Progress Measure Reports from the October 25, 2022 Board Meeting and the November 8, 2022 Board Meeting

 Goal Progress Measures Reports

- L. Approve Closeout Contract with DWW Abatement, Inc. for Job #016-212 [Request for Proposal (RFP) #19-002)] and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract with DWW

- M. Approve Additional Spending Authority for Furniture, Fixtures, and Equipment (FF and E) for Western Hills High School Job #015-202 in Conjunction with the 2017 Capital Improvement Program

 Spending Authority for FF and E

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

The meeting was recessed to move into Executive Session at 7:10 p.m.

10. 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 - Palazzolo 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 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)

11. RECONVENE IN REGULAR SESSION -~~IN~~ BOARD ROOM (OTHER).

The meeting was reconvened at 8:45 p.m.

12. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Michael Ryan, seconded by Quinton Phillips, to Accept Consent Agenda with the exception of Consent Agenda Item 8.B.5. *Approve Renewal of Technology Service Management System and Board Policy AEA(LOCAL)* from Consent Agenda Item 8.G. *Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL), and FFH(LOCAL)..*

The motion was unanimously approved.

13. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

Consent Agenda Item 8.B.5. *Approve Renewal of Technology Service Management System and Board Policy AEA(LOCAL)* from Consent Agenda Item 8.G. *Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL), and FFH(LOCAL)* were pulled from consent agenda.

B. Personnel

No action was taken at this time.

14. ACTION AGENDA ITEMS (S and P)

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

No action was taken on this action agenda item.

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

No action was taken on this action agenda item.

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

No action was taken on this action agenda item.

D. 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. Consideration and Possible Action to Terminate Kathy Wilburn's Probationary Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve to Terminate Kathy Wilburn's Probationary Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code..

The motion was unanimously approved.

F. Approve Lawn Mowing Services for Campuses

 Lawn Mowing Services

The Board combined and took action on Action Agenda Item 14.F. - Action Agenda Item 14.L. as one Action Agenda Item. Motion was made by Michael Ryan, seconded by Anne Darr.


Before action was taken, Anne Darr had a question on Action Agenda Item 14.L. *Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Retention Incentive.*

The motion was unanimously approved.


G. Approve Purchase of Small Landscaping Equipment and Landscaping Contracted Services

 Small Landscaping Equipment


H. Approve Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services

 HVAC Equipment and Services


I. Approve Purchase of Fleet Parts and Service Repairs

 Fleet Parts and Service

J. Approve Rental of Custodial Supplies

 Custodial Supplies

K. Approve Renewal of Online Registration System

 Online Registration System

L. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Retention Incentive

 Employee Retention Incentive 19

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

The grievance was not held.

1. 15 Minutes - Presentation by Complainant and/or Representative(s)
2. 15 Minutes - Presentation by District Representative
3. Questions from Board Members
4. Board Deliberation
5. Render Decision, if any, on the Level III Grievance (In Open Session)

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

Trustees and Dr. Ramsey made comments.

16. ADJOURN (OTHER).

The meeting was adjourned at 9:00 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  
December 13, 2022**

**TOPIC:       RATIFY EMERGENCY PURCHASE OF ROOF REPAIRS AT LILY  
                  B. CLAYTON ELEMENTARY SCHOOL**

**BACKGROUND:**

There was a partial roof collapse in the fifth-grade wing at Lily B. Clayton Elementary School on September 19, 2022, requiring emergency repairs. Classroom instruction was temporarily relocated to another area of the building while the surrounding roof structure was assessed, and repairs were made. The repairs were completed by October 11, 2022.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Ratify Emergency Purchase of Roof Repair at Lily B. Clayton Elementary School
2. Decline to Ratify Emergency Purchase of Roof Repair at Lily B. Clayton Elementary School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Ratify Emergency Purchase of Roof Repair at Lily B. Clayton Elementary School

**FUNDING SOURCE:       *Additional Details***

General Fund                   199-51-6299-001-116-99-451-0000000

**COST:**

\$102,301

**VENDOR:**

Icon Diversified, LLC

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas, Contract RFP #002-2020. Supporting documentation is attached. The recommended vendor is listed above.

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

Lily B. Clayton Elementary School  
District Operations

**RATIONALE:**

Urgent roof repairs were needed to ensure a safe environment for students at Lily B. Clayton Elementary School.

**INFORMATION SOURCE:**

Joseph Coburn

# ICON Diversified, LLC

1909 Woodland Hills Lane  
Weatherford, TX 76087

# Invoice

Date	Invoice #
10/13/2022	326.001

Bill To
FWISD 100 N. University, Suite NW 140-F Fort Worth, TX 76107-1300 accountspayables@fwisd.org

Description	Amount
Lily B. Clayton Partial Roof Collapse Emergency Repairs	78,074.00
Construction Draw	24,227.00
Lily B. Clayton ES 2000 Park Place Fort Worth, TX 76110	

Thank you for your business.

Phone #	Fax #	E-mail
(817) 913-2644	(888) 304-4266	julie.ingram@icondiversified.com

**Total**

\$102,301.00



**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE RATIFICATION OF PAYMENT OF TEACHER INCENTIVE ALLOTMENT DESIGNATION FEE**

**BACKGROUND:**

The Teacher Incentive Allotment (TIA) was created by the Texas Legislature as part of the House Bill 3 to help attract and retain highly effective teachers at traditionally hard-to-staff schools. TIA provides a pathway to earning a higher income for teachers while remaining in the classroom, allowing them to make a greater difference in the lives of Texas students.

As part of the validation process, the Texas Education Agency requires a Teacher Incentive Allotment Fee in the amount of \$500 per teacher. This fee is held in escrow until mid-September 2023, at which time districts will receive the final TIA allotment amount and reimbursement of fees through the September settle-up process within the Foundation School Program.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Ratification of Payment of Teacher Incentive Allotment Designation Fee
2. Decline to Approve Ratification of Payment of Teacher Incentive Allotment Designation Fee
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Ratification of Payment of Teacher Incentive Allotment Designation Fee

**FUNDING SOURCE:       *Additional Details***

General Fund                               196-21-6499-001-999-99-105-000000

**COST:**

\$133,500

**VENDOR:**

Texas Education Agency

**PURCHASING MECHANISM:**

**Sole Source**

***Purchasing Support Documents Needed:***

*Not Applicable*

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

Teacher and Principal Efficacy Department

**RATIONALE:**

TIA elevates the teaching profession and allows districts to celebrate and retain their top performing teachers with compensation and recognition through teacher designations. Retaining teachers is of utmost importance to the Fort Worth Independent School District. By completing the TIA designation process, and paying the required fees, the District can secure additional compensation for eligible teachers with proven student growth measures (MAP) and measurable success as determined by the Texas Teacher Evaluation and Support System, or T-TESS. Reimbursement of all fees paid is anticipated in mid-September 2023.

**INFORMATION SOURCE:**

Raúl Peña

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:        **APPROVE RATIFICATION OF PURCHASE OF PROFESSIONAL DEVELOPMENT SERVICES****

**BACKGROUND:**

These services are website based and will provide professional development for schools that requested the services and received the Effective Schools Framework Grant (Polytechnic High School, William James Middle School, Carroll Peak Elementary, D. McRae Elementary, S.S. Dillow Elementary, Morningside Elementary, T.A. Sims Elementary, Van Zandt Guinn Elementary and Morningside Middle School). Professional development services include student response clicker systems for grades 2-5, strategies which are aligned to the Fort Worth ISD Instructional Framework. Additionally, the Polytechnic Pyramid Executive Director, will monitor the application and quantitative impact of the ongoing professional development.

All In Learning was purchased by nine (9) campuses under the Polytechnic Pyramid. Effective School Framework Grant funds were used to purchase the software in the amount of \$120,150.00. Five (5) of the requisitions were converted to purchase orders and the other four (4) were held until a ratification was presented to the Board.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Ratification of Purchase of Professional Development Services
2. Decline to Approve Ratification of Purchase of Professional Development Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Ratification of Purchase of Professional Development Services

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

Special Revenue	211-11-6399-0LP-009-11-691-000000-22F41 .....	\$15,675
	211-11-6399-0LP-054-11-691-000000-22F41 .....	\$8,525
	211-11-6399-0LP-048-11-691-000000-22F41 .....	\$6,475
	211-11-6399-0LP-110-11-691-000000-22F41 .....	\$9,300

211-11-6299-0LP-110-11-691-000000-22F41 .....	\$7,500
211-11-6399-0LP-123-11-691-000000-22F41 .....	\$9,775
211-11-6299-0LP-123-11-691-000000-22F41 .....	\$7,500
211-11-6399-0LP-135-11-691-000000-22F41 .....	\$4,600
211-11-6399-0LP-143-11-691-000000-22F41 .....	\$15,600
211-11-6299-0LP-143-11-691-000000-22F41 .....	\$7,500
211-11-6399-0LP-147-11-691-000000-22F41 .....	\$4,600
211-11-6299-0LP-147-11-691-000000-22F41 .....	\$7,500
211-11-6399-0LP-208-11-691-000000-22F41 .....	\$8,100
211-11-6299-0LP-208-11-691-000000-22F41 .....	\$7,500

**COST:**

\$120,150

**VENDOR:**

All In Learning

**PURCHASING MECHANISM:**

**Competitive Agreement**

***Purchasing Support Documents Needed:***

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 Interlocal Purchasing System, Contract 210301. Supporting documentation is attached. The recommended vendor is listed above.

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

Polytechnic High School  
William James Middle School  
Morningside Middle School  
Carroll Peak Elementary  
S. S. Dillow Elementary  
Van Zandt-Guinn Elementary  
D. McRae Elementary  
Morningside Elementary  
T. A. Sims Elementary

**RATIONALE:**

The Polytechnic Pyramid and School Improvement Campuses are academically underperforming. The aligned professional development and ongoing monitoring systems will serve to improve the academic trajectory of all the aforementioned campuses.

**INFORMATION SOURCE:**

Jerry Moore



# 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 # **82304218 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

135  
VAN ZANDT-GUINN ES  
501 MISSOURI  
FORT WORTH, TX 76104  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-815-2000  
Fax: 817-815-2050

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304485	FUENTES/BERG 52000
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/08/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENCE-RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC  20-040 TEACHER INSTRUCTIONAL CLASSROOM SUPPLIES, SERVICES, EQUIPMENT AND REPAIR EXPIRES 8/31/2024  QUOTE #7347  ALL IN LEARNING FOR VAN ZANDT- GUINN ES	1.0	EACH	\$4,600.00	\$4,600.00

<b>Purchase Order Total</b>	<b>\$4,600.00</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: *Shelley Dennis*  
Authorized Signature

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



# 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 # **82305692 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

123  
DILLOW, S.S. ES  
4000 AVENUE N  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0400  
Fax: 817-814-0450

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304476	BURKHARDT/BERG 40400
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/22/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENCE-RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE 34 PAD KIT	3.0	EACH	\$475.00	\$1,425.00
3	1 DAY PROFESSIONAL DEVELOPMENT	3.0	EACH	\$2,500.00	\$7,500.00
4	AIR IR LONG LIFE BATTERY 26 PAD KIT  TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  PROPOSAL #7341  ALL IN LEARNING FOR S. S. DILLOW ES	10.0	EACH	\$375.00	\$3,750.00

<b>Purchase Order Total</b>	<b>\$17,275.00</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 Dennis*  
Authorized Signature

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



# 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 # **82305693 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

147  
MORNINGSIDE ES  
2601 EVANS  
FORT WORTH, TX 76104  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0600  
Fax: 817-814-0650

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12308593	SCOTT/BERG 814-0600
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/22/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENSE - RENEWAL	1.0	EACH	\$4,600.00	\$4,600.00
2	1 DAY PROFESSIONAL DEVELOPMENT  TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  QUOTE #7321  ALL IN LEARNING FOR MORNINGSIDE ES	3.0	EACH	\$2,500.00	\$7,500.00

<b>Purchase Order Total</b>	<b>\$12,100.00</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: *Shelley Dennis*  
Authorized Signature

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





# 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 # **82305694 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

208  
SH  
I  
P  
T  
O  
SIMS, T.A. ES  
3500 CRENSHAW  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0800  
Fax: 817-814-0850

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12308606	HARPER/BERG
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/22/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR- 30 TEACHER LICENSE-RENEWAL	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE 34 PAD KIT	5.0	EACH	\$475.00	\$2,375.00
3	AIR IR LONG LIFE BATTERY 26 PAD KIT	3.0	EACH	\$375.00	\$1,125.00
4	1 DAY PROFESSIONAL DEVELOPMENT	3.0	EACH	\$2,500.00	\$7,500.00
	TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024				
	PROPOSAL #7346				
	ALL IN LEARNING FOR T. A. SIMS ES.				

<b>Purchase Order Total</b>					<b>\$15,600.00</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: *Shelley Dennis*  
Authorized Signature

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



# Purchase Order

ACCOUNTING COPY

Fiscal Year 2023

Page: 1 of 2

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82306110 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

009  
SH  
I  
P  
T  
O  
POLYTECHNIC HS  
1300 CONNER  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0000  
Fax: 817-814-0050

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304426	TORRES/BERG 40000
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/26/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENSE-RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301- ACADEMIC 211-11-6399-0LP-009-11-691-000000- 22F41	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE BATTERY 26 PAD KIT 211-11-6399-0LP-009-11-691-000000- 22F41	15.0	EACH	\$375.00	\$5,625.00
3	SINGLE SESSION TRAINING (UP TO 15 TEACHERS PER SESSION) 211-11-6299-0LP-009-11-691-000000- 22F41	6.0	EACH	\$750.00	\$4,500.00
4	AIR IR LONG LIFE 34 PAD KIT 211-11-6399-0LP-009-11-691-000000- 22F41	2.0	EACH	\$475.00	\$950.00
	TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  PROPOSAL #7333				

<b>Purchase Order Total</b>	<b>\$15,675.00</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>.

**CONTINUED ON  
NEXT PAGE**



# Purchase Order

ACCOUNTING COPY

Fiscal Year 2023

Page: 2 of: 2

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82306110 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

009  
SH  
I  
P  
T  
O  
POLYTECHNIC HS  
1300 CONNER  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0000  
Fax: 817-814-0050

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304426	TORRES/BERG 4000
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
09/26/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ALL IN LEARNING FOR POLYTECHNIC HS				
	***** GL SUMMARY *****				
	211-11-6299-0LP-009-11-691-000000-22F 41			\$4,500.00	
	211-11-6399-0LP-009-11-691-000000-22F 41			\$11,175.00	

<b>Purchase Order Total</b>	<b>\$15,675.00</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: *Shelley Dennis*  
Authorized Signature

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



# Purchase Order

Fiscal Year 2023

Page: 1 of: 1

ACCOUNTING COPY

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82309462 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

048

JAMES, WILLIAM MS  
1101 NASHVILLE  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0200  
Fax: 817-814-0250

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304453	RINCON/BERG 40200
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
11/02/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENCE-RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC 211-11-6399-0LP-048-11-691-000000-22F41	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE BATTERY 26 PAD KIT 211-11-6399-0LP-048-11-691-000000-22F41  TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  PROPOSAL #7944  ALL IN LEARNING FOR WM. JAMES MS. AMAZON NOR SCHOOL OUTFITTERS HAVE THE QUANTITIES NEEDED.  ***** GL SUMMARY ***** 211-11-6399-0LP-048-11-691-000000-22F41	5.0	EACH	\$375.00	\$1,875.00
					\$6,475.00

<b>Purchase Order Total</b>	<b>\$6,475.00</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: *Shelley Dennis*  
Authorized Signature

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



# 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 # **82309463 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

054  
MORNINGSIDE MS  
2751 MISSISSIPPI  
FORT WORTH, TX 76104  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-815-8300  
Fax: 817-815-8350

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304455	GARRETT/BERG 58300
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
11/02/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 40 TEACHER LICENSE RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC	1.0	EACH	\$5,150.00	\$5,150.00
2	AIR IR LONG LIFE BATTERY 26 PAD KIT  TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  PROPOSAL #7945	9.0	EACH	\$375.00	\$3,375.00

<b>Purchase Order Total</b>	<b>\$8,525.00</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: *Shelley Dennis*  
Authorized Signature

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



# 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 # **82309464 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

110  
SHIP TO  
PEAK, CARROLL ES  
1201 E JEFFERSON  
FORT WORTH, TX 76104  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0700  
Fax: 817-814-0750

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304456	SANJACINTO/BERG 40700
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
11/02/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENCE-RENEWAL NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE 34 PAD KIT	2.0	EACH	\$475.00	\$950.00
3	1 DAY PROFESSIONAL DEVELOPMENT	3.0	EACH	\$2,500.00	\$7,500.00
4	AIR IR LONG LIFE BATTERY 26 PAD KIT	10.0	EACH	\$375.00	\$3,750.00
	TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024				
	QUOTE #7206				
	ALL IN LEARNING FOR CARROLL PEAK ES.				

<b>Purchase Order Total</b>	<b>\$16,800.00</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 Dennis*  
Authorized Signature

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



# 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 # **82309465 - 00**

B  
I  
L  
L  
T  
O

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  
E  
N  
D  
O  
R

ALL IN LEARNING  
1204 BENT OAKS COURT,  
SUITE 100  
DENTON, TX 76210  
Email: [DARREN@ALLINLEARNING.COM](mailto:DARREN@ALLINLEARNING.COM)  
Fax: 940-484-5320

143  
MCR AE, D. ES  
3316 AVENUE N  
FORT WORTH, TX 76105  
Email: [CYNTHIA.BERG@FWISD.ORG](mailto:CYNTHIA.BERG@FWISD.ORG)  
Phone: 817-814-0500  
Fax: 817-814-0550

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
940-484-5300	940-484-5320	12304489	RUNYAN/BERG 40500
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
11/02/2022	16790		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		<a href="mailto:eric.mckibben@fwisd.org">eric.mckibben@fwisd.org</a>	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1 YEAR 30 TEACHER LICENCE NOTE: ROSTER SYNC WITH CLASSLINK TIPS 210301 ACADEMIC	1.0	EACH	\$4,600.00	\$4,600.00
2	AIR IR LONG LIFE 34 PAD KIT	5.0	EACH	\$475.00	\$2,375.00
3	1 DAY PROFESSIONAL DEVELOPMENT	3.0	EACH	\$2,500.00	\$7,500.00
4	AIR IR LONG LIFE BATTERY 26 PAD KIT  TIPS 210301 ACADEMIC CURRICULUM AND INSTRUCTIONAL/EDUCATIONAL GOODS, MATERIALS, AND SERVICES EXPIRES 05/31/2024  QUOTE #7946  ALL IN LEARNING FOR D. MCRAE ES  AMAZON NOR SCHOOL OUTFITTERS HAVE THE QUANTITIES IN STOCK REQUESTED.	23.0	EACH	\$375.00	\$8,625.00

<b>Purchase Order Total</b>	<b>\$23,100.00</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:   
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  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF MIDDLE SCHOOL SCIENCE CLASSROOM MATERIALS KITS**

**BACKGROUND:**

Due to new grade 6 - 8 science standards that will be implemented in less than two (2) years, science teachers need additional lab materials. The new standards ask districts to integrate scientific and engineering practices through classroom and outdoor investigations for at least 80% of instructional time. Science labs and classroom sets have fallen into disarray due to the many years of usage between the original purchase and the additional two (2) year gap until the next adoption. This refresh will help teachers reset their classroom kits in order to engage students in quality Tier 1 science instruction, investigation and allow for students to take the role of a scientist. The materials kits will support disciplinary literacy.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Middle School Science Classroom Materials Kits
2. Decline to Approve Purchase of Middle School Science Classroom Materials Kits
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Middle School Science Classroom Materials Kits

**FUNDING SOURCE:        *Additional Details***

ESSER Fund                               282-11-6399-021-XXX-24-950-000155-22F32

**COST:**

\$61,317.84

**VENDOR:**

Ward’s Science



**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*  
*FWISD 20-040*

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

Applied Learning Academy	Meadowbrook Middle School
Benbrook Middle School	William Monnig Middle School
E.M. Daggett Middle School	Morningside Middle School
Daggett Montessori	Riverside Middle School
J.P. Elder Middle School	Rosemont Middle School
W.C. Stripling Middle School	Wedgwood Middle School
William James Middle School	World Languages Middle School
Kirkpatrick Middle School	Young Men’s Leadership Academy
Leonard Middle School	Young Women’s Leadership Academy
Jean McClung Middle School	Wedgwood 6 <sup>th</sup> Grade
W.P McLean Middle School	McLean 6 <sup>th</sup> Grade
W.A. Meacham Middle School	
<i>*The Phalen Leadership Academy</i>	
<i>J. Martin Jacquet Middle School</i>	

*(\*Denotes Phalen Leadership Academy Campus.)*

**RATIONALE:**

Currently, 6-8 grade science labs and classroom kits are in disarray due to many years of usage. In addition, there is a two (2) year gap between now and the next adoption of new standards and materials. In an effort to make sure teachers have what they need for classroom and outdoor investigations, the purchase of these kits will allow for campuses to bridge the two (2) year gap into the new adoption and replenish materials needed for students to engage in hands-on science in accordance with the Texas Essential Knowledge and Skills (TEKS).

**INFORMATION SOURCE:**

Marcey Sorensen



P.O. BOX 92912  
Rochester NY 14692

To Place an Order	
Phone :	1-800-962-2660
Fax :	1-800-635-8439
Web :	www.wardsci.com
Email :	wardscs@vwr.com

When placing your order, please include your quotation number and account number to ensure you receive the correct price.

# QUOTATION

Quote Number	Valid From	Valid To
--------------	------------	----------

WS0907021                      9/7/2022                      12/16/2022

Sales Representative	Customer Reference
----------------------	--------------------

Raul Perez    MS KITS - PER GRADE LEVEL

Additional Information :
Fort Worth ISD contract ref# 20-040 Free Standard Ground Shipping

Item	Catalog #	Description	Qty	UOM	Unit price	Extended Price
1	MISC-GENERAL	GENERAL ITEMS FOR MS KITS	24	KT	\$ 896.88	\$ 21,525.12
2	MISC-6TH GRADE	6TH GRADE - ITEMS FOR MS KITS	22	KT	\$ 835.48	\$ 18,380.56
3	MISC-7TH GRADE	7TH GRADE - ITEMS FOR MS KITS	22	KT	\$ 615.78	\$ 13,547.16
4	MISC-8TH GRADE	8TH GRADE - ITEMS FOR MS KITS	22	KT	\$ 357.50	\$ 7,865.00
		ITEM TOTAL				\$ 61,317.84



P.O. BOX 92912  
Rochester NY 14692

# QUOTATION

Quote Number	Valid From	Valid To
--------------	------------	----------

WS0907022                      9/7/2022                      12/16/2022

Sales Representative	Customer Reference
----------------------	--------------------

Raul Perez    MS KITS - PER CAMPUS

**Additional Information :**  
Fort Worth ISD contract ref# 20-040  
Free Standard Ground Shipping

To Place an Order	
Phone :	1-800-962-2660
Fax :	1-800-635-8439
Web :	www.wardsci.com
Email :	wardscs@vwr.com

When placing your order, please include your quotation number and account number to ensure you receive the correct price.

Item	Catalog #	Description	Qty	UOM	Unit price	Extended Price
1	MISC-1	Applied Learning Academy Supplies 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
2	MISC-2	Benbrook - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
3	MISC-3	Daggett,E. M. - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
4	MISC-4	Daggett Montessori, 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
5	MISC-5	Elder, J.P. - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
6	MISC-6	Jacquet, J. Martin - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
7	MISC-7	James, William - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64

Item	Catalog #	Description	Qty	UOM	Unit price	Extended Price
8	MISC-8	Kirkpatrick - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
9	MISC-9	Leonard 061 - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
10	MISC-10	McClung, Jean - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
11	MISC-11	Meacham, W.A. - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
12	MISC-12	Meadowbrook - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
13	MISC-13	Monnig, William - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
14	MISC-14	Morningside - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
15	MISC-15	Riverside - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
16	MISC-16	Rosemont - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
17	MISC-17	Stripling, W. C. - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
18	MISC-18	World Languages Inst - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
19	MISC-19	Young Men's LA - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
20	MISC-20	Young Women's LA - 6th, 7th, 8th, General	1	KT	\$ 2,705.64	\$ 2,705.64
21	MISC-21	Wedgewood - 7th, 8th, General	1	KT	\$ 1,870.16	\$ 1,870.16
22	MISC-22	McLean, W.P. - 7th, 8th, General	1	KT	\$ 1,870.16	\$ 1,870.16
23	MISC-23	Wedgewood 6th grade - 6th, General	1	KT	\$ 1,732.36	\$ 1,732.36
24	MISC-24	McLean 6th Grade - 6th, General	1	KT	\$ 1,732.36	\$ 1,732.36
					TOTAL	\$ 61,317.84

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:      **APPROVE PURCHASE OF UNIFORM FOR THE SECONDARY VOCAL MUSIC PROGRAMS****

**BACKGROUND:**

The purchase of secondary uniforms for the Vocal Music programs is needed. This purchase will replace tuxedos, dresses, and provide uniforms for additional students. The Vocal Music Department reviewed the current uniform inventory verifying the condition and quantities of the uniforms. The Department asked input and specific needs from each campus program faculty and specialists. The recommended purchase is included in the supporting document.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Uniforms for the Secondary Vocal Music Programs
2. Decline to Approve Purchase of Uniforms for the Secondary Vocal Music Programs
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Uniforms for the Secondary Vocal Music Programs

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

TRE	198-11-6399-061-XXX-11-150-000000.....	\$103,602.54
General Fund	199-11-6399-061-XXX-11-150-000000.....	\$1,327.63

**COST:**

\$104,930.17

**VENDOR:**

Tuxedo Connect

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Bid Number: RFP 21-085-A*

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

Secondary Vocal Music Programs

**RATIONALE:**

Replenishment of aging uniforms and additional uniforms needed for students in the Vocal Music programs.

**INFORMATION SOURCE:**

Marcey Sorensen

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Roslyn Woodard  
YWLA Choir  
FWISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, Texas 76107

**SHIP TO**

Roslyn Woodard  
YWLA Choir  
FWISD  
Accounts Payable  
100 North University Drive,  
Ste NW 140-F  
Fort Worth, Texas 76107

**ESTIMATE # 1244**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
50	Harmonia concert dress from Southeastern Apparel - Black	69.00	3,450.00T
1	Shipping	258.75	258.75
		<b>SUBTOTAL</b>	<b>3,708.75</b>
		<b>TAX</b>	<b>0.00</b>
		<b>TOTAL</b>	<b>\$3,708.75</b>

Accepted By

Accepted Date

*Req #  
12315789*

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Emily Saenz  
Benbrook Middle/High School  
Choir  
Fort Worth ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Emily Saenz  
Benbrook Middle/High  
School Choir  
201 Overcrest Drive  
Benbrook, Texas 76126

**ESTIMATE # 1241**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
60	Southeastern Apparel Kolby Dress Style # 1029 - Regular Size	67.00	4,020.00T
1	Shipping	526.50	526.50
SUBTOTAL			4,546.50
TAX			0.00
<b>TOTAL</b>			<b>\$4,546.50</b>

Accepted By

Accepted Date

*Req #  
12315782*



**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Michael Hamilton  
 OD Wyatt High School  
 Fort Worth ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, TX 76107

**SHIP TO**

Michael Hamilton  
 OD Wyatt High School  
 2400 East Seminary Drive  
 Fort Worth, TX 76119

**ESTIMATE # 1258**

**DATE 09/30/2022**

QTY	DESCRIPTION	RATE	AMOUNT
9	FCGI Poly Notch Tuxedo Coat	54.75	492.75T
9	FCGI Poly Flat Front Adjustable Tuxedo Pants	24.00	216.00T
10	White Wing Tuxedo Shirt	16.50	165.00T
10	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. SIZE 16 to 30	69.00	690.00T
1	Shipping	117.28	117.28

<b>SUBTOTAL</b>	1,681.03
<b>TAX</b>	0.00
<b>TOTAL</b>	<b>\$1,681.03</b>

Accepted By

Accepted Date

*Reg #  
12315791*

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Alyssa Frison  
Leonard Middle School  
Fort Worth ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Alyssa Frison  
Leonard Middle School  
8900 Chapin Road  
Fort Worth, Texas 76116

**ESTIMATE # 1187**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
25	FWISD Middle School Boy's Concert Uniform -Pleated Adjustable Tuxedo Pants, Wing Shirt, Black Satin Vest and Black Bow Tie	76.00	1,900.00T
1	Shipping	142.50	142.50
		<b>SUBTOTAL</b>	2,042.50
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$2,042.50</b>

Accepted By

Accepted Date

Req #  
12315787  
49

**Tuxedo Connect**  
3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS** *Audrey*  
~~Leanna Noblett~~ *Burchfield*  
Wedgewood Middle School  
Choir  
ISD  
Accounts Payable  
100 North University Drive  
Fort Worth, TX 76107

**SHIP TO**  
~~Leanna Noblett~~  
Wedgewood Middle School  
Choir  
3909 Wilkie Way  
Fort Worth, Texas 76133

**ESTIMATE #** 1185  
**DATE** 09/19/2022

QTY	DESCRIPTION	RATE	AMOUNT
140	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. YOUTH TO SIZE 14	68.00	9,520.00T
60	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. SIZE 16 to 30	76.00	4,560.00T
30	FWISD Middle School Boy's Concert Uniform - Flat Front Tuxedo Pants, Wing Shirt, Black Poplin Vest and Black Bow Tie	76.00	2,280.00T
1	Shipping	1,222.55	1,222.55
<b>SUBTOTAL</b>			17,582.55
<b>TAX</b>			0.00
<b>TOTAL</b>			<b>\$17,582.55</b>

Accepted By

Accepted Date

*Req #*  
*12315825*  
50

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS** *Lewis*  
~~Peyton Gajurel~~ *Anderson*  
Meadowbrook Middle School  
FWISD Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, Texas  
Fort Worth, TX 76107

**SHIP TO**  
Meadowbrook Middle School  
Choir  
2001 Ederville Road South  
Fort Worth, TX 76103

**ESTIMATE #** 1247  
**DATE** 09/21/2022

QTY	DESCRIPTION	RATE	AMOUNT
20	FWISD High School Boy's Concert Uniform: Poly Notch Coat, Flat Front Tuxedo Pants - White Wing Shirt, Black Satin Vest - Long Tie	158.00	3,160.00T
30	Southeastern Performance Apparel CHORALE DRESS	68.00	2,040.00T
1	Shipping	390.00	390.00
		<b>SUBTOTAL</b>	5,590.00
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$5,590.00</b>

Accepted By

Accepted Date

*Req #*

*12 315813*

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Amanda Flores  
Stripling Middle School Choir  
ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Amanda Flores  
Stripling Middle School Choir  
2100 Clover Ln  
Fort Worth, Texas 76107

**ESTIMATE # 1190**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
80	FWISD Middle School Boy's Concert Uniform - Flat Front Tuxedo Pants (Substitute Slim Fit), Black Dress Shirt, Black Poplin Vest and Gold Long Tie - Call in order pricing	84.00	6,720.00T
1	Shipping	504.00	504.00
		<b>SUBTOTAL</b>	7,224.00
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$7,224.00</b>

Accepted By

Accepted Date

*Req #  
12315786*

**Tuxedo Connect**  
3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Blake Glass  
Western Hills High School  
Fort Worth ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Blake Glass  
Western Hills High School  
3600 Boston Ave  
Fort Worth, Texas 76116

**ESTIMATE # 1186**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
50	Black Dress Shirts	18.00	900.00T
1	Shipping	67.50	67.50

SUBTOTAL	967.50
TAX	0.00
<b>TOTAL</b>	<b>\$967.50</b>

Accepted By

Accepted Date

*Req #  
12315785*

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Aubrey Kistner  
Southwest High School  
Fort Worth ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Aubrey Kistner  
Southwest High School  
4100 Altamesa Blvd  
Fort Worth, Texas 76133

**ESTIMATE # 1191**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
40	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. YOUTH TO SIZE 14	68.00	2,720.00T ✓
60	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. SIZE 16 to 30	76.00	4,560.00T ✓
546	Shipping	0.00	0.00

SUBTOTAL	7,280.00
TAX	0.00
<b>TOTAL</b>	<b>\$7,280.00</b>

Accepted By

Accepted Date

*Req#  
12315784*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

~~Cole Stanley~~  
 Trimble Tech High School  
 Choir  
 ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, Texas  
 Fort Worth, TX 76107

**SHIP TO**

~~Cole Stanley~~ *Rachel Valarmonen*  
 Trimble Tech High School  
 Choir  
 Trimble Tech High School  
~~Cole Stanley - Choir~~  
 1003 W. Cannon  
 Fort Worth, TX 76104

**ESTIMATE #** 1189  
**DATE** 09/19/2022

QTY	DESCRIPTION	RATE	AMOUNT
20	FWISD High School Boy's Concert Uniform: Poly Notch Coat, Flat Front Tuxedo Pants - White Wing Shirt, Black Satin Vest - Long Tie	158.00	3,160.00T ✓
30	Southeastern Performance Apparel CHORALE DRESS	68.00	2,040.00T ✓
1	Shipping	390.00	390.00

SUBTOTAL 5,590.00  
 TAX 0.00  
**TOTAL \$5,590.00**

Accepted By

Accepted Date

*Req # 123157803*



**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Nathan Benevides  
Paschal High School  
FWISD Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Nathan Benevides  
Paschal High School  
3001 Forest Park Blvd  
Fort Worth, TX 76110

**ESTIMATE # 1193**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
10	FWISD High School Boy's Concert Uniform: Poly Notch Coat, Flat Front Tuxedo Pants - White Wing Shirt, Black Satin Vest - Long Tie - Call in order pricing	158.00	1,580.00T
1	Shipping	118.50	118.50
		<b>SUBTOTAL</b>	1,698.50
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$1,698.50</b>

Accepted By

Accepted Date

*Req #  
56  
12315782*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Nathan Benevides  
 Paschal High School  
 FWISD Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, TX 76107

**SHIP TO**

Nathan Benevides  
 Paschal High School  
 3001 Forest Park Blvd  
 Fort Worth, TX 76110

**ESTIMATE # 1242**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
36	Southeastern Apparel Corelli Dress	59.00	2,124.00T ✓
1	Shipping	159.30	159.30
		<b>SUBTOTAL</b>	2,283.30
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$2,283.30</b>

Accepted By

Accepted Date

*Req #  
12315782*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

~~Dameron Growe~~  
 Eastern Hills High School Choir  
 ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, Texas  
 Fort Worth, TX 76107

SHIP TO *Destinee Roberson*

~~Dameron Growe~~  
 Eastern Hills High School  
 Choir  
 Eastern Hills High School  
 Joshua Ezell - Choir  
 5701 Shelton St  
 Fort Worth, TX 76112

ESTIMATE # 1274  
 DATE 10/22/2022

QTY	DESCRIPTION	RATE	AMOUNT
12	White wing tuxedo shirt with 1/4 inch pleated shirt.	18.00	216.00T ✓
1	Shipping	16.20	16.20

SUBTOTAL 232.20  
 TAX 0.00  
**TOTAL \$232.20**

Accepted By

Accepted Date

*Req #*  
*12315777*

**Tuxedo Connect**

3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

FWISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, Texas  
Fort Worth, TX 76107

**SHIP TO**

Eastern Hills High School  
Choir  
5701 Shelton St  
Fort Worth, TX 76112

**ESTIMATE # 1246**

**DATE 09/21/2022**

QTY	DESCRIPTION	RATE	AMOUNT
20	FWISD High School Boy's Concert Uniform: Poly Notch Coat, Flat Front Tuxedo Pants - White Wing Shirt, Black Satin Vest - Long Tie	158.00	3,160.00T ✓
30	Southeastern Performance Apparel CHORALE DRESS	68.00	2,040.00T ✓
1	Shipping	390.00	390.00
		<b>SUBTOTAL</b>	5,590.00
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$5,590.00</b>

Accepted By

Accepted Date

*Req #  
12315777*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Dunbar High School  
 Fort Worth ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, Texas 76107

**SHIP TO**

*Bricen Robertson*

Dunbar High School Choir  
 5700 Ramey Ave  
 Fort Worth, Texas 76112

**ESTIMATE # 1245**

**DATE 09/21/2022**

QTY	DESCRIPTION	RATE	AMOUNT
30	Encore Tuxedo Package Coat, Pants, Shirt, Tie and Vest)	150.00	4,500.00T ✓
35	Express Dress - Performance Knit - Empire waist dress with princess lines featuring a large scoop neckline and 3/4 length sleeves - Youth and Regular Size	68.00	2,380.00T ✓
15	Express Dress - Performance Knit - Empire waist dress with princess lines featuring a large scoop neckline and 3/4 length sleeves - Plus Size 16 and Up	78.00	1,170.00T ✓
1	Shipping	603.75	603.75 ✓
		<b>SUBTOTAL</b>	8,653.75
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$8,653.75</b>

Accepted By

Accepted Date

*Reatt  
 12315775*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

~~Rocky Buchanan~~  
 South Hills High School  
 Fort Worth ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, TX 76107

**SHIP TO**

~~Rocky Buchanan~~  
 South Hills High School  
 6101 McCart Avenue  
 Fort Worth, Texas 76133  
 Fort Worth, Texas 76133

*Hannah Mendoza*

**ESTIMATE # 1188**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
60	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. YOUTH TO SIZE 14	68.00	4,080.00T ✓
40	Style 4933AX - Stretch Velvet Bodice with Performance Knit Skirt - Empire style dress featuring a large scoop neckline and 3/4 length sleeves. SIZE 16 to 30	76.00	3,040.00T ✓
50	FWISD High School Boy's Concert Uniform: Poly Notch Coat, Flat Front Tuxedo Pants - White Wing Shirt, Black Satin Vest - Long Tie	158.00	7,900.00T ✓
1	Shipping	1,126.50	1,126.50 ✓
		<b>SUBTOTAL</b>	16,146.50
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<b>\$16,146.50</b>

Accepted By

Accepted Date

*Req#  
12315774*

**Tuxedo Connect**  
3515 Sycamore School Road, Suite 125  
PMB 350  
Fort Worth, TX 76133  
(817) 307-4753  
wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Scott Tilley  
Arlington Heights HS Choir  
ISD  
Accounts Payable  
100 North University Drive, Ste  
NW 140-F  
Fort Worth, TX 76107

**SHIP TO**

Scott Tilley  
Arlington Heights HS Choir  
4501 West Freeway  
Fort Worth, Texas 76107

**ESTIMATE # 1243**

**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
34	Southeastern Apparel Corelli Dress	59.00	2,006.00T
1	Shipping	150.45	150.45

---

SUBTOTAL	2,156.45
TAX	0.00
<b>TOTAL</b>	<b>\$2,156.45</b>

Accepted By

Accepted Date

Req #  
106215772

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**  
 Scott Tilley  
 Arlington Heights HS Choir  
 ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, TX 76107

**SHIP TO**  
 Scott Tilley  
 Arlington Heights HS Choir  
 4501 West Freeway  
 Fort Worth, Texas 76107

**ESTIMATE # 1240**  
**DATE 09/19/2022**

QTY	DESCRIPTION	RATE	AMOUNT
20	Leggiero Dress- Black	74.00	1,480.00T ✓
1	Leggiero Dress- Black - Tall Size	80.00	80.00T ✓
5	Black Dress Shirts	16.50	82.50T ✓
15	Premium Black Microfiber Pretied Long Tie in Regular Width	13.00	195.00T ✓
15	Premium Black Microfiber Pretied Long Tie in Regular Width - Replacement Ties	0.00	0.00T
1	Shipping	137.76	137.76

SUBTOTAL 1,975.26  
 TAX 0.00  
**TOTAL \$1,975.26**

Accepted By

Accepted Date

*Regt*  
 123157723



**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

*Carter*

**ADDRESS**

Riverside High School Choir  
 Fort Worth ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, TX 76107

**SHIP TO**

*Melisa Cox*  
~~John Cornish~~  
*Carter* Riverside High School Choir  
 3301 Yucca Ave  
 Fort Worth, Texas 76111

**ESTIMATE # 1184**

**DATE 04/21/2022**

QTY	DESCRIPTION	RATE	AMOUNT
30	Encore Tuxedo Package Coat, Pants, Shirt, Tie and Vest)	150.00	4,500.00T
35	Express Dress - Performance Knit - Empire waist dress with princess lines featuring a large scoop neckline and 3/4 length sleeves - Youth and Regular Size	68.00	2,380.00T
15	Express Dress - Performance Knit - Empire waist dress with princess lines featuring a large scoop neckline and 3/4 length sleeves - Plus Size 16 and Up	78.00	1,170.00T
1	Shipping	603.75	603.75

SUBTOTAL 8,653.75  
 TAX 0.00  
**TOTAL \$8,653.75**

Accepted By

Accepted Date

*Req #*  
*12315769*

**Tuxedo Connect**  
 3515 Sycamore School Road, Suite 125  
 PMB 350  
 Fort Worth, TX 76133  
 (817) 307-4753  
 wbranch@tuxedoconnect.com



# Estimate

**ADDRESS**

Ruben Romero  
 Rosemont Middle School  
 Fort Worth ISD  
 Accounts Payable  
 100 North University Drive, Ste  
 NW 140-F  
 Fort Worth, Texas  
 Fort Worth, TX 76107

**SHIP TO**

Ruben Romero  
 Rosemont Middle School  
 1501 West Seminary Dr  
 Fort Worth, TX 76115

**ESTIMATE # 1263**

**DATE 10/10/2022**

---

QTY	DESCRIPTION	RATE	AMOUNT
26	VANGELO Men Dress Shoe TUX-12 Oxford Formal Tuxedo for Prom & Wedding Black Patent - Wide Width Available	47.50	1,235.00T
1	Shipping	92.63	92.63
SUBTOTAL			1,327.63
TAX			0.00
<b>TOTAL</b>			<b>\$1,327.63</b>

Accepted By

Accepted Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION  
MULTI AXIS COMPUTERIZED NUMERICAL CONTROL MILLING  
CENTER FOR ENGINEERING AND ROBOTICS**

**BACKGROUND:**

The 2017 Bond has provided for significant structural and furniture upgrades to Career and Technical Education (CTE) programs across the District. The new spaces allocated to Fort Worth ISD CTE programs allow for the most current equipment to be provided to these programs. Therefore, students are able to train for their chosen career and industry-based certifications in an environment that meets or exceeds current industry standards. Engineering and Robotics, the high-wage, high-need programs impacted by this purchase, requires equipment updates to ensure Fort Worth ISD students remain competitive in their chosen career pathway. The purchase of an industry-grade multi axis Computerized Numerical Control (CNC) milling center provides students the opportunity to apply their knowledge and skills of computer integrated manufacturing into product design, development, and production.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Career and Technical Education Multi Axis Computerized Numerical Control Milling Center for Engineering and Robotics
2. Decline to Approve Purchase of Career and Technical Education Multi Axis Computerized Numerical Control Milling Center for Engineering and Robotics
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Career and Technical Education Multi Axis Computerized Numerical Control Milling Center for Engineering and Robotics

**FUNDING SOURCE:**       *Additional Details*

CIP 2017                               673-11-6639-CTE-083-99-000-000000-

**COST:**

\$68,767.45

**VENDOR:**

Haas Automation Inc.

**PURCHASING MECHANISM:**

**Competitive Solicitation**

*RFP #23-077*

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

Young Men's Leadership Academy

**RATIONALE:**

This up-to-date industry-standard equipment will provide Fort Worth ISD students with the best opportunity to obtain industry-based certifications and career readiness skills.

**INFORMATION SOURCE:**

David Saenz



# TM-1P PROPOSAL

DATE: **NOVEMBER 10, 2022**

PREPARED FOR:  
**STEPHANIE TENNYSON**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**1050 BRIDGEWOOD DRIVE, SUITE 118**  
**FORT WORTH TX 76112**

PREPARED BY:  
**MATT SYKORA**  
**HAAS FACTORY OUTLET DALLAS**  
**893**  
**[matt@hfodallas.com](mailto:matt@hfodallas.com)**



## PRODUCT OVERVIEW TM-1P

### TM-1P



CNC Toolroom Mill with Tool Changer; 30" x 16" x 16" (762 x 406 x 406 mm) travels



## STANDARD FEATURES TM-1P

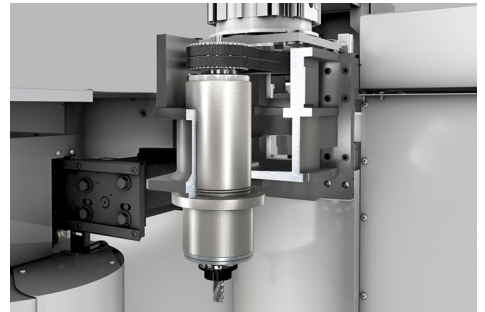
---

CT option

Standard Program Memory; 1 GB of onboard memory for program storage and backup.



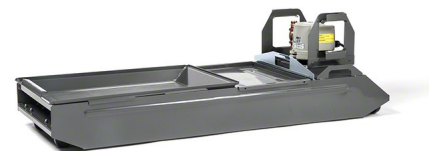
6000-rpm Spindle, 40 taper, belt drive, 7.5 hp (5.6 kW) vector drive



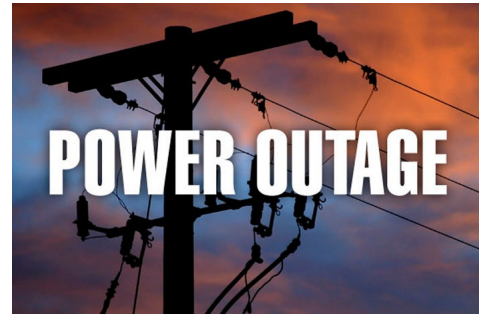
Convenience Package, includes front work table and storage shelf, toolholder vise, side rack, and toolholder tray.



Coolant Pump Kit, 1/4 hp (186 W), 20-gallon (76 liter) tank



Early Power-Failure Detection Module; senses a power failure or severe drop in incoming line voltage and quickly brings all axis motion to a safe and controlled stop.



Ethernet Interface; allows you to easily transfer files to and from the machine over a local wired network.



HaasConnect: Remote monitoring of your Haas machine. Requires the machine to be connected to the Internet.

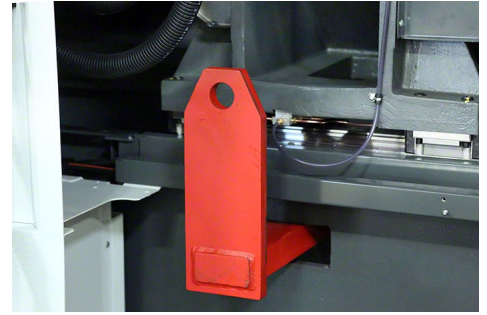


HaasDrop Wireless File Transfer is a fast and convenient method for sending images, videos, and even program files from a mobile device directly to the Next-Generation Control on a Haas CNC machine. Available for Android and iOS devices.

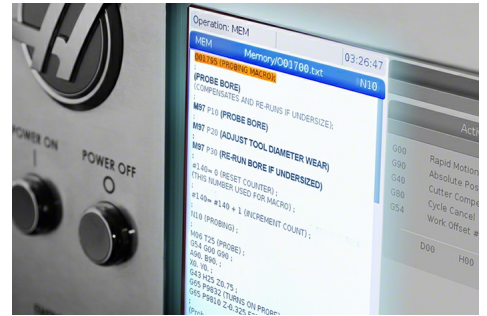




Lifting Provision; built-in attachment points for lifting the machine



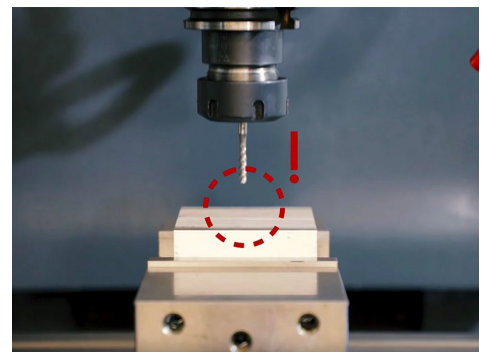
User-Definable Macros; allows you to create custom subroutines for canned cycles, probing routines, special functions, and more.



Media Display M-Code; M130 is used within an NC program to call up media files (images, videos, PDF files) from memory and display them on the control screen as the program runs. NextGen Control only.



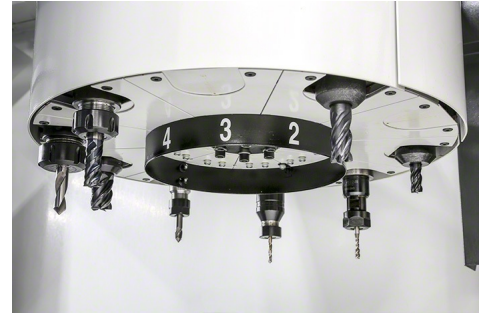
Safe Run; a software feature in the Haas control that reduces the chances of significant machine damage during a machine crash.



1-Year Standard Warranty. Haas products carry a full 1-year warranty on the entire machine, including the control – that's 365 days x 24 hours.



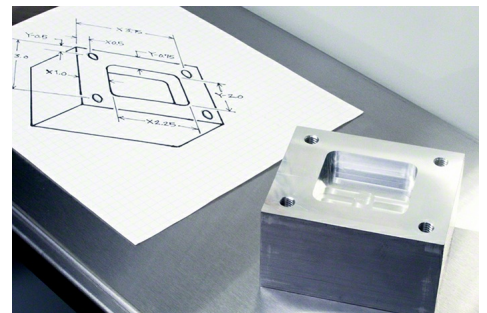
10-Station Automatic Tool Changer



Touch Screen interface for the Haas control; allows screen navigation, data entry, and other control functions on-screen, without using the keypad.



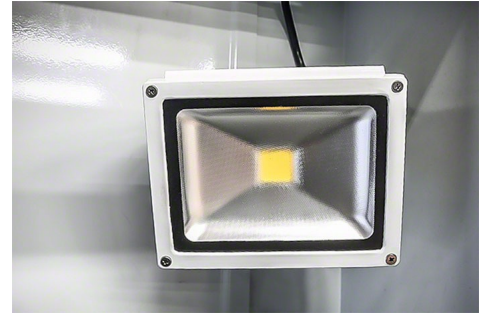
Visual Part Programming System; a proprietary conversational programming system to quickly write G-code for simple milling routines. Includes User Definable Macros.



WiFi Connection for the Haas Control; provides wireless connectivity between the Haas control and a local area network.



Work Light; provides bright illumination for the work area.

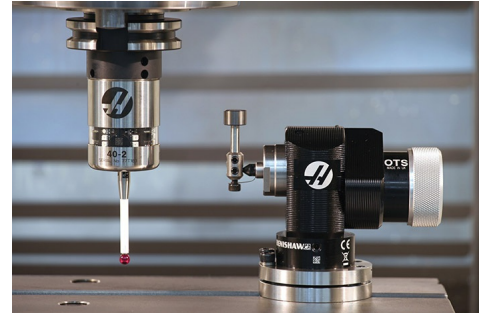




## SELECTED OPTIONS TM-1P

### Wireless Intuitive Probing System

Wireless Intuitive Probing System; Renishaw. Includes the Haas Visual Programming System, macros, spindle orientation, and coordinate rotation and scaling.



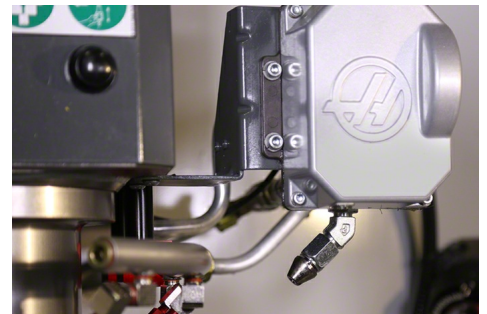
### Chip Auger

Chip Auger



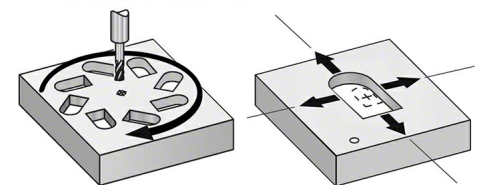
### Programmable Coolant Nozzle

Programmable Coolant Nozzle; a multi-position nozzle that automatically directs coolant precisely at the cutting tool.



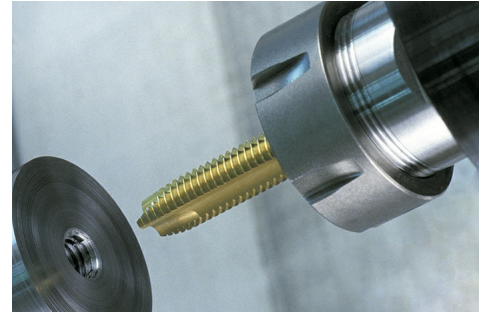
### Coordinate Rotation and Scaling

Coordinate Rotation and Scaling; allows you to rotate your part program to another location, and increase or decrease (scale) the size of a toolpath or pattern.



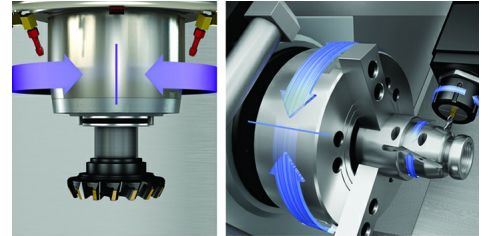
## Rigid Tapping

Rigid Tapping; synchronized tapping, with built-in tap cycles and up to 8X retract speed.



## Spindle Orientation

Spindle Orientation allows the spindle to be positioned to a specific, programmed angle, using the spindle motor and spindle encoder for feedback. This option provides inexpensive and repeatable spindle positioning accurate to 0.5 degree



**Haas Spindle Orientation**



## SPECS TM-1P

<b>Travels</b>	<b>S.A.E</b>	<b>Metric</b>
X Axis	30.0 in	762 mm
Y Axis	16.0 in	406 mm
Z Axis	16.0 in	406 mm
Spindle Nose to Table (~ max)	20.0 in	508 mm
Spindle Nose to Table (~ min)	4.0 in	102 mm
<b>Spindle</b>	<b>S.A.E</b>	<b>Metric</b>
Max Rating	7.5 hp	5.6 kW
Max Speed	6000 rpm	6000 rpm
Max Torque	33.0 ft-lbf @ 1200 rpm	45.0 Nm @ 1200 rpm
Drive System	Direct Speed, Belt Drive	Direct Speed, Belt Drive
Taper	CT or BT 40	CT or BT 40
Bearing Lubrication	Grease Packed	Grease Packed
Cooling	Air Cooled	Air Cooled
<b>Table</b>	<b>S.A.E</b>	<b>Metric</b>
Length	47.8 in	1213 mm
Width	10.5 in	267 mm
T-Slot Width	0.626 in to 0.630 in	15.90 mm to 16.00 mm
T-Slot Center Distance	4.00 in	102 mm
Number of Std T-Slots	3	3
Max Weight on Table (evenly distributed)	350 lb	159 kg
<b>Feedrates</b>	<b>S.A.E</b>	<b>Metric</b>
Max Cutting	400 ipm	10.2 m/min

Rapids on X	400 ipm	10.2 m/min
Rapids on Y	400 ipm	10.2 m/min
Rapids on Z	400 ipm	10.2 m/min
<b>Axis Motors</b>	<b>S.A.E</b>	<b>Metric</b>
Max Thrust X	2000 lbf	8896 N
Max Thrust Y	2000 lbf	8896 N
Max Thrust Z	2000 lbf	8896 N
<b>Tool Changer</b>	<b>S.A.E</b>	<b>Metric</b>
Type	Carousel	Carousel
Capacity	10	10
Max Tool Diameter (full)	3.5 in	89 mm
Max Tool Weight	12 lb	5.4 kg
Tool-to-Tool (avg)	5.7 s	5.7 s
Chip-to-Chip (avg)	6.5 s	6.5 s
<b>Air Requirements</b>	<b>S.A.E</b>	<b>Metric</b>
Air Required	4 scfm @ 100 psi	113 L/min @ 6.9 bar
Inline Air Hose	3/8 in	3/8 in
Coupler (Air)	3/8 in	3/8 in
Air Pressure Min	80 psi	5.5 bar
<b>Dimensions - Shipping</b>	<b>S.A.E</b>	<b>Metric</b>
Domestic Pallet	100 in x 78 in x 101 in	254 cm x 198 cm x 257 cm
Export Pallet	100 in x 78 in x 101 in	254 cm x 198 cm x 257 cm
Weight	4440 lb	4440 lb
<b>Electrical Specification</b>	<b>S.A.E</b>	<b>Metric</b>
Spindle Speed	6000 rpm	6000 rpm

<b>Drive System</b>	Direct Speed, Belt Drive	Direct Speed, Belt Drive
<b>Spindle Power</b>	7.5 hp	5.6 kW
<b>Input AC Voltage (1 Phase)</b>	220 VAC	220 VAC
<b>Full Load Amps (1 Phase)</b>	40 A	40 A
<b>Input AC Voltage (3 Phase) - Low</b>	220 VAC	220 VAC
<b>Full Load Amps (3 Phase) - Low</b>	25 A	25 A
<b>Input AC Voltage (3 Phase) - High*</b>	440 VAC	440 VAC
<b>Full Load Amps (3 Phase) - High*</b>	13 A	13 A





# QUOTATION

## TM-1P

**\$41,995.00**

### Travels

X Axis .....	762 mm / 30.0 in
Y Axis .....	406 mm / 16.0 in
Z Axis .....	406 mm / 16.0 in
Spindle Nose to Table (~ max) .....	508 mm / 20.0 in
Spindle Nose to Table (~ min) .....	102 mm / 4.0 in

### Options

Standard Program Memory, 1 GB .....	Included
6000-rpm Spindle .....	Included
Convenience Package .....	Included
Coolant Pump Kit .....	Included
Early Power-Failure Detection Module .....	Included
Ethernet Interface .....	Included
HaasConnect: Remote monitoring .....	Included
HaasDrop .....	Included
Lifting Provision .....	Included
User-Definable Macros .....	Included
Media Display M-Code; M130 .....	Included
Safe Run .....	Included
1-Year Standard Warranty .....	Included
10-Pocket Carousel Tool Changer .....	Included
Control Touch Screen .....	Included
Visual Part Programming System .....	Included
WiFi Connection for the Haas Control .....	Included
Work Light .....	Included
Spindle Orientation .....	Included
Coordinate Rotation and Scaling .....	Included
CT-Style Tool Changer Grippers .....	Included
Wireless Intuitive Probing System .....	\$ 5,495.00
Chip Auger .....	\$ 3,495.00
Programmable Coolant Nozzle .....	\$ 1,995.00
Rigid Tapping .....	\$ 1,895.00
LOW-VOLT .....	Included

### Haas Tooling

Mill Tooling and Workholding Starter Kit, CT40 : .....	\$ 4,999.95
- 01-0003 HOP, 3" Diameter Shell Mill, 1" Pilot Bore x 45° Lead Angle, 6 Inserts (Octagon), Positive Geometry .....	
- 01-0157 HIE, 1" Diameter Indexable End Mill, 1" Shank x 90° Lead Angle x 3.937" Overall Length, 3 Inserts, TSC .....	
- 01-0159 45° Indexable Chamfer Mill, 0.060" - 0.835" Diameter x 3/4" Shank x 4.331" Overall Length, 1 Insert .....	
- 01-0172 HPAL, 3" Diameter Shell Mill, 1" Pilot Bore x 90° Lead Angle, 5 Inserts (Polygon), High Positive Geometry, .....	
<b>TSC</b>	
- 02-0004 HOP, Carbide Shell Mill Insert, Octagon Positive, Grade HMP35 - Pack of 10 × 2 .....	
- 02-0495 HIE, Carbide Indexable End Mill Insert, Convex Triangle, Grade HN25A - Pack of 10 .....	
- 02-0499 HIE, Carbide Indexable End Mill Insert, Convex Triangle, MHS Chip Breaker Grade HU30 - Pack of 10 .....	
- 02-0505 TCX16R-HC, Carbide Chamfer Mill Insert, Triangle, Grade HU30 - Pack of 10 .....	
- 02-0519 HPAL, Carbide Indexable End Mill Insert, Polygon, Grade HN25A - Pack of 10 × 2 .....	
- 03-0083 HSAM1, 1/4" Ø Carbide End Mill, 1/4" Shank x 3/4" LOC, Square Profile, 3 Flute, Uncoated × 2 .....	
- 03-0113 #6-32 UNC HSS-EX Spiral Flute Tap, 0.141" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0114 #8-32 UNC HSS-EX Spiral Flute Tap, 0.168" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0115 #10-32 UNF HSS-EX Spiral Flute Tap, 0.194" Shank x 0.276" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0116 1/4"-20 UNC HSS-EX Spiral Flute Tap, 0.255" Shank x 0.433" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0117 5/16"-18 UNC HSS-EX Spiral Flute Tap, 0.318" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0118 3/8"-16 UNC HSS-EX Spiral Flute Tap, 0.381" Shank x 0.551" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	
- 03-0119 7/16"-14 UNC HSS-EX Spiral Flute Tap, 0.323" Shank x 0.591" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated .....	

- 03-0120 1/2"-13 UNC HSS-EX Spiral Flute Tap, 0.367" Shank x 0.63" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H5, TiCN Coated

- 03-0123 1/4"-28 UNF HSS-EX Spiral Flute Tap, 0.255" Shank x 0.354" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated

- 03-0124 5/16"-24 UNF HSS-EX Spiral Flute Tap, 0.318" Shank x 0.394" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated

- 03-0125 3/8"-24 UNF HSS-EX Spiral Flute Tap, 0.381" Shank x 0.394" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated

- 03-0126 7/16"-20 UNF HSS-EX Spiral Flute Tap, 0.323" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H3, TiCN Coated

- 03-0127 1/2"-20 UNF HSS-EX Spiral Flute Tap, 0.367" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming, 3 Flute, H5, TiCN Coated

- 03-0129 #6-32 UNC HSS-EX Spiral Point Tap, 0.141" Shank x 0.413" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0130 #8-32 UNC HSS-EX Spiral Point Tap, 0.168" Shank x 0.453" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0131 #10-32 UNF HSS-EX Spiral Point Tap, 0.194" Shank x 0.531" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0132 1/4"-20 UNC HSS-EX Spiral Point Tap, 0.255" Shank x 0.591" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0133 5/16"-18 UNC HSS-EX Spiral Point Tap, 0.318" Shank x 0.669" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0134 3/8"-16 UNC HSS-EX Spiral Point Tap, 0.381" Shank x 0.748" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0135 7/16"-14 UNC HSS-EX Spiral Point Tap, 0.323" Shank x 0.866" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0136 1/2"-13 UNC HSS-EX Spiral Point Tap, 0.367" Shank x 0.984" Thread Length, 3XD, Plug, 3 Flute, H5, TiCN Coated

- 03-0139 1/4"-28 UNF HSS-EX Spiral Point Tap, 0.255" Shank x 0.591" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0140 5/16"-24 UNF HSS-EX Spiral Point Tap, 0.318" Shank x 0.669" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0141 3/8"-24 UNF HSS-EX Spiral Point Tap, 0.381" Shank x 0.748" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0142 7/16"-20 UNF HSS-EX Spiral Point Tap, 0.323" Shank x 0.866" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN Coated

- 03-0143 1/2"-20 UNF HSS-EX Spiral Point Tap, 0.367" Shank x 0.984" Thread Length, 3XD, Plug, 3 Flute, H5, TiCN Coated

- 03-0255 29-Piece, HSSCO8 1/16" - 1/2" Fractional Jobber Drill Set

- 03-0256 26-Piece, HSSCO8 A - Z Letter Jobber Drill Set

- 03-0257 56-Piece, HSSCO8 #1 - #56 Number Jobber Drill Set

- 03-0263 Letter "F" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0266 Letter "I" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5 x 2

- 03-0275 Letter "R" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0278 Letter "U" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0290 #7 HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 10

- 03-0304 #21 HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 10

- 03-0312 #29 HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 10

- 03-0319 #36 HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 10

- 03-0356 5/16" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0361 25/64" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0363 27/64" HSSCO8 Jobber Drill, 135° Point Angle x 30° Helix, 2 Flute, TiN Coated - Pack of 5

- 03-0484 HTPM, 3/8" Ø Carbide Ball End Mill, 3/8" Shank x 1" LOC, 4 Flute, Hybrid AlCrN Coated

- 03-0500 FPR, 1/2" Ø HSSCO8 Fine Roughing End Mill, 1/2" Shank x 1-1/4" LOC x 30° Helix, 0.022" Chamfer, 4 Flute, TiAlN Coated

- 03-0501 FPR, 5/8" Ø HSSCO8 Fine Roughing End Mill, 5/8" Shank x 1-5/8" LOC x 30° Helix, 0.024" Chamfer, 4 Flute, TiAlN Coated

- 03-0542 HTPM, 1/4" Ø Carbide End Mill, 1/4" Shank x 3/4" LOC, 0.015" Radius, 4 Flute, Hybrid AlCrN Coated x 2

- 03-0547 HTPM, 3/8" Ø Carbide End Mill, 3/8" Shank x 1" LOC, 0.03" Radius, 4 Flute, Hybrid AlCrN Coated x 2

- 03-0549 HTPM, 1/2" Ø Carbide End Mill, 1/2" Shank x 1-1/4" LOC, 0.03" Radius, 4 Flute, Hybrid AlCrN Coated x 2

- 03-0570 HSAM2, 3/8" Ø Carbide End Mill, 3/8" Shank x 1" LOC, 0.015" Radius, 3 Flute, Uncoated x 2

- 03-0572 HSAM2, 1/2" Ø Carbide End Mill, 1/2" Shank x 1-1/4" LOC, 0.015" Radius, 3 Flute, Uncoated x 2

- 03-0592 HSAM1, 3/8" Ø Carbide Ball End Mill, 3/8" Shank x 1" LOC, 2 Flute, Uncoated

- 03-0611 HSAM1, 1/8" Ø 45° Carbide Chamfer Mill, 1/16" LOC x 1-1/2" Overall Length, 2 Flute, TiCN Coated

- 03-0612 HSAM1, 1/4" Ø 45° Carbide Chamfer Mill, 1/8" LOC x 2-1/2" Overall Length, 2 Flute, TiCN Coated

- 03-0619 HSPM1, 1/4" Ø 45° Carbide Chamfer Mill, 1/8" LOC x 2-1/2" Overall Length, 4 Flute, TiAlN Coated

- 03-0620 HSPM1, 3/8" Ø 45° Carbide Chamfer Mill, 3/16" LOC x 2-1/2" Overall Length, 4 Flute, TiAlN Coated

- 03-0649 0.2490" Ø Straight Flute Carbide Reamer, 0.2490" Shank x 45° Chamfer Angle, 6 Flute, Right-Hand

- 03-0651 0.2510" Ø Straight Flute Carbide Reamer, 0.2510" Shank x 45° Chamfer Angle, 6 Flute, Right-Hand

- 03-1204 1/4" Ø HSSCO8 Spot Drill, 1/4" Shank x 90° Point Angle, 2 Flute, Uncoated

- 03-1205 3/8" Ø HSSCO8 Spot Drill, 3/8" Shank x 90° Point Angle, 2 Flute, Uncoated
- 03-1206 1/2" Ø HSSCO8 Spot Drill, 1/2" Shank x 90° Point Angle, 2 Flute, Uncoated
- 03-2089 Carbide Engraving Tapered Ball End Mill, 1/8" Shank x 5/16" LOC, 0.0313" Radius, 2 Flute, TiAlN Coated
- 03-2103 Carbide Engraving Cutter, 1/8" Shank x 1/8" LOC, 0.021" Radius, 1 Flute, Double End, Uncoated
- 04-0001 CT40 1/2" End Mill Holder x 1-3/4" Gage Length, TSC
- 04-0003 CT40 1" End Mill Holder x 1-3/4" Gage Length, TSC
- 04-0004 CT40 3/4" End Mill Holder x 1-3/4" Gage Length, TSC
- 04-0005 CT40 5/8" End Mill Holder x 1-3/4" Gage Length, TSC
- 04-0006 CT40 ER16 Collet Chuck x 2-1/2" Gage Length, TSC × 2
- 04-0007 CT40 ER16 Collet Chuck x 4" Gage Length, TSC
- 04-0008 CT40 ER25 Collet Chuck x 2-1/2" Gage Length, TSC × 2
- 04-0009 CT40 ER25 Collet Chuck x 4" Gage Length, TSC
- 04-0010 CT40 ER32 Collet Chuck x 2-1/2" Gage Length, TSC × 3
- 04-0011 CT40 ER32 Collet Chuck x 4" Gage Length, TSC
- 04-0013 CT40 Shell Mill Holder, 1" Pilot Diameter x 2" Gage Length, TSC × 2
- 04-0069 CT40 NC Keyless Drill Chuck x 3.54" Gage Length
- 04-0100 10-Piece, ER16 Straight Bore Collet Set, 1mm - 10mm
- 04-0101 15-Piece, ER25 Straight Bore Collet Set, 2mm - 16mm
- 04-0102 18-Piece, ER32 Straight Bore Collet Set, 3mm - 20mm
- 04-0115 ER25 1/4" Tap Collet
- 04-0201 Haas CT40 Pull Stud/Retention Knob, TSC - Pack of 10
- 04-0221 ER16 7mm Straight Bore Collet
- 04-0233 ER25 10mm Straight Bore Collet
- 04-0247 ER32 10mm Straight Bore Collet
- 04-0250 ER32 13mm Straight Bore Collet
- 04-0258 58-Piece, Toe Clamp Kit for 5/8" (16 mm) T-Slot Tables
- 04-0292 Haas CT40 Pull Stud/Retention Knob, Standard - 1 Each × 5
- 04-0293 Haas CT40 Pull Stud/Retention Knob, TSC - 1 Each × 2
- 05-0026 Soft Steel 6" (150mm) x 1-1/2" (38mm) Machinable Vise Jaws
- 05-0027 Soft Steel 6" (150mm) x 2" (50mm) Machinable Vise Jaws
- 05-0029 Aluminum 6" (150mm) x 1-1/2" (38mm) Machinable Vise Jaws
- 05-0030 Aluminum 6" (150mm) x 2" (50mm) Machinable Vise Jaws
- 05-0072 Haas CT40 (SK40/DIN) Toolholder Fixture / Vise
- 05-0404 6" (150mm) Single-Station Fixed-Jaw Vise, 9" (230mm) Opening, Flange Style, Haas Workholding by Kurt
- 06-0016 ER16A Hex Spanner Wrench
- 06-0017 ER25UM/RD Spanner Wrench
- 06-0018 ER32UM/RD Spanner Wrench
- 06-0099 T15 Torx Key, TW15L
- 06-0309 T09 Torx Screwdriver, TW09S
- 06-0311 1" Arbor 1/2"-20 UNF Thread, Shell Mill Coolant Slot Arbor Screw
- 06-0385 NPU13 Keyless Drill Chuck Spanner Wrench
- 06-0400 7-Piece, Haas Precision Measuring Tool Kit
- 09-0032 Coolant Refractometer, Brix 0-32%

Machine & Options Total	\$ 54,875.00
Haas Toolings Total	\$ 4,999.95
<b>MACHINE TOTAL</b>	<b>\$ 59,874.95</b>

**ADDITIONAL ITEMS**

Education Discount	\$ -5,487.50
Auto Door Installed	\$ 7,500.00
Installation	\$ 1,500.00
Freight	\$ 2,205.00
Rigging	\$ 3,175.00

*\* Not available for field installation*

# TOTAL INVESTMENT

# \$68,767.45

**Payment Terms** ..... 20% down Payment required: Net 10 after exit factory  
**Warranty** ..... 1 year



## TERMS AND CONDITIONS

20 % Down Cash, 10 % Down Finance, Payment in full Net 10. Stock subject to prior sale.

Except as noted in this Quotation, all prices are valid for thirty (30) days after the date of this Quotation; provided, however, that all prices are subject to change due to fluctuation in material and component prices.

Order will be entered and delivery will be confirmed after credit approval.

ORDERS ACCEPTED ON ANY OTHER TERMS REQUIRE A DOWN PAYMENT, UCC FORMS, A PROMISSORY NOTE, AND SECURITY AGREEMENT TO BE SIGNED PRIOR TO SHIPMENT.

THE MANUFACTURER'S WARRANTY SHALL BE EXCLUSIVE. SELLER MAKES NO WARRANTY, WHETHER WRITTEN, ORAL OR IMPLIED, RESPECTING THE MERCHANDISE DESCRIBED HEREIN INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

Seller shall in no event be liable for Buyer's manufacturing costs, lost profits or good will, or any other special or consequential damages. Seller shall not be liable for any loss or inconvenience caused by non-delivery, delay in delivery or by reason of any cause whatsoever beyond the control of Seller.

Seller shall not be liable for losses or damages in shipment.

Orders are not subject to cancellation, except with Seller's consent and upon terms indemnifying Seller against loss.

Sales use, excise, property or similar taxes relating to this order are not included. The Seller shall have right at any time to bill Buyer for any such tax, which Seller may be called upon to pay.

No modification shall be affected by the acknowledgment or acceptance of purchase order containing different conditions.

### Manufacturer's Limited Warranty Coverage

Every new Haas is warranted exclusively by the Haas Automation ("Manufacturer") limited warranty as follows:

Each Haas and its components (except those listed below under Limits and Exclusions) is warranted against defects in material and workmanship for a period of one (1) year from the date of purchase, which is the date that a particular machine is installed at the end-user's. REPAIR OR REPLACEMENT ONLY: MANUFACTURER'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO REPAIRING OR REPLACING DEFECTIVE EQUIPMENT.

An additional one (1)-year warranty extension may be purchased from your authorized Haas distributor.

### Limits and Exclusions

Components subject to wear during normal use and over time, such as paint, window finish and condition, light bulbs, seals, etc., are excluded from this warranty.

Factory-specified maintenance procedures must be adhered to and recorded in order to maintain this warranty.

This warranty is void if the unit is subjected to mishandling, misuse, neglect, accident, improper installation, improper maintenance, or improper operation or application, or if the unit is improperly repaired by the customer or by an unauthorized service technician. Warranty service is available from any authorized Haas distributor.

Without limiting the generality of any of the exclusions or limitations described in other paragraphs, Manufacturer's warranty does not include any warranty that the equipment will meet Buyer's production

specifications or other requirements or that operation of the equipment will be uninterrupted or error-free.

Haas Automation is not responsible for any damage to parts, fixtures, machines or other property of

Buyer, or for any other incidental damages that may be caused by a malfunction of the equipment.

NO CONSEQUENTIAL DAMAGES: MANUFACTURER IS NOT LIABLE FOR BUYER'S LOSS OF PROFITS, COST OF DOWN TIME, BUSINESS GOODWILL, OR OTHER CONSEQUENTIAL DAMAGE, DESPITE ANY FAILURE TO REPAIR OR REPLACE THE EQUIPMENT. BUYER HAS ACCEPTED THIS RESTRICTION ON ITS RIGHT TO RECOVER CONSEQUENTIAL DAMAGES AS PART OF ITS BARGAIN WITH SELLER. BUYER REALIZES AND ACKNOWLEDGES THAT THE PRICE OF THE EQUIPMENT WOULD BE HIGHER IF SELLER OR MANUFACTURER WERE REQUIRED TO BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL DAMAGES.

### TRANSFERABILITY

This warranty is transferable from the original end-user to another party if the machine is sold via private sale before the end of the warranty period.

### Arbitration

All claims and disputes arising from or relating to Buyer's purchase or use of Haas CNC equipment, or that in any other way relate to the contract between Buyer and Seller, and that are not resolved by agreement between the parties, shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). Buyer and Seller agree that all claims involving Manufacturer, whether based on warranty or on other grounds, will also be resolved exclusively by arbitration pursuant to this Agreement should Manufacturer agree to or request

arbitration of such claims. In such event the parties will take all reasonable action to permit joinder of Manufacturer in the arbitration proceeding between Buyer and Seller, or the consolidation of arbitration proceedings involving Buyer, Seller and Manufacturer.

The arbitration proceeding shall be held at a location within the federal judicial district in which Seller maintains its principal place of business, unless the parties agree to a different location. The proceeding will be conducted by a single neutral arbitrator, who shall be a retired judge experienced in deciding commercial contract disputes. In no event will the arbitrator have the power to include any element of punitive damages or incidental or consequential damages in the arbitration award. The parties shall each bear their own attorney and expert witness fees, but will equally share the cost of the arbitrator's fee and any additional AAA fees.

The arbitrator's award will be final and binding on the parties. Judgment on the arbitration award in accordance with this agreement may be entered in any state or federal court of competent jurisdiction.

Down payment money is not-refundable; the remaining balance is due upon delivery. Should the customer elect to postpone delivery full payment is due immediately, the reason for postponing delivery having no bearing on these terms.

Customer understands and agrees that any payments past due beyond forty-five days are subject to an 18% interest fee (annual percentage rate) or the maximum rate allowed by law applied to the unpaid balance.

This agreement supersedes all previous agreements between Haas and Customer with respect to the matters referenced herein, and contains the entire understanding between the parties with respect to such matters. Each party to this agreement acknowledges that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

CUSTOMER

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ (please print)  
Position: \_\_\_\_\_

HAAS FACTORY OUTLET DALLAS

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_ (please print)  
Position: \_\_\_\_\_

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF TRUCKS FOR THE OPERATIONS  
DIVISION**

**BACKGROUND:**

Many District Operations employees work in the field and require the usage of District vehicles. The division has added three (3) new positions, and the new employees will need trucks in order to carry out their duties throughout the District. In addition, two (2) trucks are being replaced out of the white (non-school bus) fleet. Currently, the Operations Division has 257 white fleet vehicles that include cars, heavy duty trucks, light duty trucks, sport utility vehicles, and vans. The aging white fleet includes 100 vehicles purchased between 1990 and 2009.

New vehicles, especially those purchased in quantity, are difficult to procure. Arrangements have been made with a dealership on BuyBoard who can deliver five (5) light duty trucks, pending board approval.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Trucks for the Operations Division
2. Decline to Approve Purchase of Trucks for the Operations Division
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Trucks for the Operations Division

**FUNDING SOURCE:       *Additional Details***

TRE                               198-51-6631-001-999-99-437-000000

**COST:**

\$152,523.75

**VENDOR:**

Gunn Buick, GMC Ltd. – *BuyBoard Contract #601-19*

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 601-19. Supporting documentation is attached. The recommended vendor is listed above.

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

District Operations

**RATIONALE:**

Providing reliable vehicles for employees who work in the field is essential for effectiveness and efficiency.

**INFORMATION SOURCE:**

Joseph Coburn



GUNN Acura  
11911 IH 10 West  
San Antonio, TX 78230  
Phone: (210) 696-2232

GUNN BUICK GMC  
16440 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5600

GUNN CHEVROLET  
16550 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5000

GUNN Honda  
14610 IH 10 West  
San Antonio, TX 78249  
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON  
750 NE LOOP 410 5650 S Interstate 35 E  
San Antonio, TX 78209 Connth, TX 76210  
Phone: (210) 496-0806 Phone: (940) 270-9000

# DEAL WORKSHEET

Deal # 1-order# CCFT33

## BUYER INFORMATION

Date 11/04/2022  
 Buyer's Name Fort Worth Isd  
 Co-Buyer's Name \_\_\_\_\_  
 Business Name Fort Worth Isd  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Bus. Phone (817) 815-7947  
 Cell Phone \_\_\_\_\_ E-Mail robert.jett@fwisd.org  
 Est. Delivery Date \_\_\_\_\_ Customer # \_\_\_\_\_  
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151  
 SalesPerson 2 \_\_\_\_\_ SalesPerson 2 ID # \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

Stock # On Order Vin # \_\_\_\_\_  
 Year 2022 Make GMC  
 Model Canyon Model Trim Elevation  
 Miles \_\_\_\_\_ Color \_\_\_\_\_  
 M.S.R.P. \$33,995.00 Discount \$4,000.00 O.S.P. \$29,995.00

## Dealer Installed Accessories \*

1. Delivery Fee \$406.00
2. Buy Board Fee \$400 per PO 1/5 \$80.00
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. Buy Board Contract #601-19 \_\_\_\_\_

**Selling Price** \$29,995.00  
 Plus Owed Accessories \$486.00  
**Selling Price w/ Accessories** \$30,481.00  
 Sales Services Fee \_\_\_\_\_  
 Trade-In Appraised Value \$0.00  
 Factory Rebate(s), if any \_\_\_\_\_  
**Sub-Total** \$30,481.00  
 State Motor Vehicle Sales Tax \$0.00  
 Dealer's Inventory Tax \$0.00  
 Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees \$23.75  
 Balance Due on Trade-In \$0.00  
 Documentary Fee \$0.00  
**Total** \$30,504.75  
 Deposit Receipt # \_\_\_\_\_  
 Cash Down Receipt # \$0.00  
**Amount to Finance** \$30,504.75

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 11/04/2022

Buyer's / Co-Buyer's Signature: \_\_\_\_\_

87

Accepted \_\_\_\_\_





GUNN Acura  
11911 IH 10 West  
San Antonio, TX 78230  
Phone: (210) 696-2232

GUNN BUICK GMC  
16440 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5600

GUNN CHEVROLET  
16550 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5000

GUNN Honda  
14619 IH 10 West  
San Antonio, TX 78249  
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON  
750 NE LOOP 410 6650 S Interstate 35 E  
San Antonio, TX 78209 Conroh, TX 76210  
Phone: (210) 496-0806 Phone: (940) 270-9000

## DEAL WORKSHEET

Deal # 2- order# CDSS41

### BUYER INFORMATION

Date 11/04/2022  
 Buyer's Name Fort Worth Isd  
 Co-Buyer's Name \_\_\_\_\_  
 Business Name Fort Worth Isd  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Bus. Phone (817) 815-7947  
 Cell Phone \_\_\_\_\_ E-Mail robert.jett@fwisd.org  
 Est. Delivery Date \_\_\_\_\_ Customer # \_\_\_\_\_  
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151  
 SalesPerson 2 \_\_\_\_\_ SalesPerson 2 ID # \_\_\_\_\_

### TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

### TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

Stock # On Order Vin # \_\_\_\_\_  
 Year 2022 Make GMC  
 Model Canyon Model Trim Elevation  
 Miles \_\_\_\_\_ Color \_\_\_\_\_  
 M.S.R.P. \$33,995.00 Discount \$4,000.00 O.S.P. \$29,995.00

### Dealer Installed Accessories \*

1. Delivery Fee	\$406.00
2. Buy Board Fee \$400 per PO 1/5	\$80.00
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. Buy Board Contract #601-19	_____

<b>Selling Price</b>	\$29,995.00
Plus Owed Accessories	\$486.00
<b>Selling Price w/ Accessories</b>	\$30,481.00
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____
<b>Sub-Total</b>	\$30,481.00
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$23.75
Balance Due on Trade-In	\$0.00
Documentary Fee	\$0.00
<b>Total</b>	\$30,504.75
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
<b>Amount to Finance</b>	\$30,504.75

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 11/04/2022

Buyer's / Co-Buyer's Signature: \_\_\_\_\_

88

Accepted \_\_\_\_\_



GUNN Acura  
11911 IH 10 West  
San Antonio, TX 78230  
Phone: (210) 696-2232

GUNN BUICK GMC  
16440 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5600

GUNN CHEVROLET  
16550 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5000

GUNN Honda  
14610 IH 10 West  
San Antonio, TX 78249  
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON  
750 NE LOOP 410 5650 S Interstate 35 E  
San Antonio, TX 78209 Corinth, TX 76210  
Phone: (210) 496-0806 Phone: (940) 270-9000

# DEAL WORKSHEET

Deal # 3-order# CDSS42

## BUYER INFORMATION

Date 11/04/2022  
 Buyer's Name Fort Worth Isd  
 Co-Buyer's Name \_\_\_\_\_  
 Business Name Fort Worth Isd  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Bus. Phone (817) 815-7947  
 Cell Phone \_\_\_\_\_ E-Mail robert.jett@fwisd.org  
 Est. Delivery Date \_\_\_\_\_ Customer # \_\_\_\_\_  
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151  
 SalesPerson 2 \_\_\_\_\_ SalesPerson 2 ID # \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

Stock # On Order Vin # \_\_\_\_\_  
 Year 2022 Make GMC  
 Model Canyon Model Trim Elevation  
 Miles \_\_\_\_\_ Color \_\_\_\_\_  
 M.S.R.P. \$33,995.00 Discount \$4,000.00 O.S.P. \$29,995.00

## Dealer Installed Accessories \*

1. Delivery Fee \$406.00
2. Buy Board Fee \$400 per PO 1/5 \$80.00
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. Buy Board Contract #601-19 \_\_\_\_\_

**Selling Price** \$29,995.00  
 Plus Owed Accessories \$486.00  
**Selling Price w/ Accessories** \$30,481.00  
 Sales Services Fee \_\_\_\_\_  
 Trade-In Appraised Value \$0.00  
 Factory Rebate(s), if any \_\_\_\_\_  
**Sub-Total** \$30,481.00  
 State Motor Vehicle Sales Tax \$0.00  
 Dealer's Inventory Tax \$0.00  
 Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees \$23.75  
 Balance Due on Trade-In \$0.00  
 Documentary Fee \$0.00  
**Total** \$30,504.75  
 Deposit Receipt # \_\_\_\_\_  
 Cash Down Receipt # \$0.00  
**Amount to Finance** \$30,504.75

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 11/04/2022

Buyer's / Co-Buyer's Signature: \_\_\_\_\_

89

Accepted \_\_\_\_\_



GUNN Acura  
11911 IH 10 West  
San Antonio, TX 78230  
Phone: (210) 696-2232

GUNN BUICK GMC  
16440 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5600

GUNN CHEVROLET  
16550 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5000

GUNN Honda  
14610 IH 10 West  
San Antonio, TX 78249  
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON  
750 NE LOOP 410 5650 S Interstate 35 E  
San Antonio, TX 78209 Comn. TX 76210  
Phone: (210) 496-0806 Phone: (940) 270-9000

# DEAL WORKSHEET

Deal # 4- order# CDSS43

## BUYER INFORMATION

Date 11/04/2022  
 Buyer's Name Fort Worth Isd  
 Co-Buyer's Name \_\_\_\_\_  
 Business Name Fort Worth Isd  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Bus. Phone (817) 815-7947  
 Cell Phone \_\_\_\_\_ E-Mail robert.jett@fwisd.org  
 Est. Delivery Date \_\_\_\_\_ Customer # \_\_\_\_\_  
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151  
 SalesPerson 2 \_\_\_\_\_ SalesPerson 2 ID # \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

## TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

Stock # On Order Vin # \_\_\_\_\_  
 Year 2022 Make GMC  
 Model Canyon Model Trim Elevation  
 Miles \_\_\_\_\_ Color \_\_\_\_\_  
 M.S.R.P. \$33,995.00 Discount \$4,000.00 O.S.P. \$29,995.00

## Dealer Installed Accessories \*

- |  |                 |
|--|-----------------|
| 1. <u>Delivery Fee</u>                   | <u>\$406.00</u> |
| 2. <u>Buy Board Fee \$400 per PO 1/5</u> | <u>\$80.00</u>  |
| 3. _____                                 | _____           |
| 4. _____                                 | _____           |
| 5. _____                                 | _____           |
| 6. _____                                 | _____           |
| 7. <u>Buy Board Contract #601-19</u>     | _____           |

<b>Selling Price</b>	<u>\$29,995.00</u>
Plus Owed Accessories	<u>\$486.00</u>
<b>Selling Price w/ Accessories</b>	<u>\$30,481.00</u>
Sales Services Fee	_____
Trade-In Appraised Value	<u>\$0.00</u>
Factory Rebate(s), if any	_____
<b>Sub-Total</b>	<u>\$30,481.00</u>
State Motor Vehicle Sales Tax	<u>\$0.00</u>
Dealer's Inventory Tax	<u>\$0.00</u>
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	<u>\$23.75</u>
Balance Due on Trade-In	<u>\$0.00</u>
Documentary Fee	<u>\$0.00</u>
<b>Total</b>	<u>\$30,504.75</u>
Deposit Receipt #	_____
Cash Down Receipt #	<u>\$0.00</u>
<b>Amount to Finance</b>	<u>\$30,504.75</u>

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 11/04/2022

Buyer's / Co-Buyer's Signature: \_\_\_\_\_

90

Accepted \_\_\_\_\_



GUNN Acura  
11911 IH 10 West  
San Antonio, TX 78230  
Phone: (210) 696-2232

GUNN BUICK GMC  
16440 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5600

GUNN CHEVROLET  
16550 IH 35 North  
Selma, TX 78154  
Phone: (210) 599-5000

GUNN Honda  
14610 IH 10 West  
San Antonio, TX 78243  
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON  
750 NE LOOP 410 5650 S Interstate 35 E  
San Antonio, TX 78209 Corinth, TX 76210  
Phone: (210) 496-0806 Phone: (940) 270-9000

## DEAL WORKSHEET

Deal # 5- order# CDSS44

### BUYER INFORMATION

Date 11/04/2022  
 Buyer's Name Fort Worth Isd  
 Co-Buyer's Name \_\_\_\_\_  
 Business Name Fort Worth Isd  
 Address \_\_\_\_\_  
 City & State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Bus. Phone (817) 815-7947  
 Cell Phone \_\_\_\_\_ E-Mail robert.jett@fwisd.org  
 Est. Delivery Date \_\_\_\_\_ Customer # \_\_\_\_\_  
 SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151  
 SalesPerson 2 \_\_\_\_\_ SalesPerson 2 ID # \_\_\_\_\_

### TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

### TRADE-IN INFORMATION

Yr. \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Miles \_\_\_\_\_  
 Lic # \_\_\_\_\_ Vin # \_\_\_\_\_  
 Lienholder \_\_\_\_\_  
 Acct # \_\_\_\_\_ Payoff \_\_\_\_\_ Good Until \_\_\_\_\_  
 Lienholder Address \_\_\_\_\_  
 City & State \_\_\_\_\_  
 Phone # \_\_\_\_\_ Quoted by \_\_\_\_\_

Stock # On Order Vin # \_\_\_\_\_  
 Year 2022 Make GMC  
 Model Canyon Model Trim Elevation  
 Miles \_\_\_\_\_ Color \_\_\_\_\_  
 M.S.R.P. \$33,995.00 Discount \$4,000.00 O.S.P. \$29,995.00

### Dealer Installed Accessories \*

1. <u>Delivery Fee</u>	<u>\$406.00</u>
2. <u>Buy Board Fee \$400 per PO 1/5</u>	<u>\$80.00</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. <u>Buy Board Contract #601-19</u>	_____

<b>Selling Price</b>	<u>\$29,995.00</u>
Plus Owed Accessories	<u>\$486.00</u>
<b>Selling Price w/ Accessories</b>	<u>\$30,481.00</u>
Sales Services Fee	_____
Trade-In Appraised Value	<u>\$0.00</u>
Factory Rebate(s), if any	_____
<b>Sub-Total</b>	<u>\$30,481.00</u>
State Motor Vehicle Sales Tax	<u>\$0.00</u>
Dealer's Inventory Tax	<u>\$0.00</u>
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	<u>\$23.75</u>
Balance Due on Trade-In	<u>\$0.00</u>
Documentary Fee	<u>\$0.00</u>
<b>Total</b>	<u>\$30,504.75</u>
Deposit Receipt #	_____
Cash Down Receipt #	<u>\$0.00</u>
<b>Amount to Finance</b>	<u>\$30,504.75</u>

*Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.*

Date 11/04/2022

Buyer's / Co-Buyer's Signature: \_\_\_\_\_

91

Accepted \_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**      **APPROVE PURCHASE OF AZURE CLOUD CREDITS**

**BACKGROUND:**

The Azure Cloud Credits are used to support all the cloud services used by the District. These services currently consist of backup and recovery, disaster recovery, Career and Technology Education (CTE) classroom labs, and virtual desktops. The purchase of cloud credits will allow the District to use these services without going into a negative balance.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Azure Cloud Credits
2. Decline to Approve Purchase of Azure Cloud Credits
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase Azure Cloud Credits

**FUNDING SOURCE:**      *Additional Details*

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

**COST:**

Not-to-Exceed - \$336,000

**VENDOR:**

Cloud Unity

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*  
*20-035-A Addendum 1 (Software Products) (Formerly MaeTech)*

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

All Schools and Departments

**RATIONALE:**

To improve customer service and management of technology assets, this project will centralize all technology assets into one system, allowing for improved management and tracking of assets.

**INFORMATION SOURCE:**

Marlon Shears



**Cloud Unity**

5080 Spectrum Drive Suite 1000 East  
Addison, TX 75001 US  
msumar@cloudunity.com  
www.cloudunity.com

# QUOTE

**ADDRESS**

Mr Marlon Shears, CIO  
Fort Worth Independent School  
District  
100 N University Dr. 300  
Fort Worth, TX 76107  
United States

**QUOTE #** 235

**DATE** 10/31/2022

**EXPIRATION DATE** 12/31/2022

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
<b>Azure Subscription Estimate</b>	Month of December Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00
<b>Azure Subscription Estimate</b>	Month of January Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00
<b>Azure Subscription Estimate</b>	Month of February Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00
<b>Azure Subscription Estimate</b>	Month of March Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00
<b>Azure Subscription Estimate</b>	Month of April Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00
<b>Azure Subscription Estimate</b>	Month of May Microsoft Azure Cloud Services, Azure Storage,	42,000	1.00	42,000.00

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
<b>Azure Subscription Estimate</b>	Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage. Month of June Microsoft Azure Cloud Services, Azure Storage, Azure Network, Azure Compute, Azure Resources for CTE Classes and Virtual Labs along with Disaster Recovery Replication and Veeam Backup Storage.	42,000	1.00	42,000.00

---

Vendor #: 29405	<b>TOTAL</b>	<b>\$294,000.00</b>
16-089-Y Academic/Educational Consultants		
19-085-E (Career Technical Education-Instructional Materials, Services and Equipment)		
21-053 Addendum 2 (IT Consultant Service)		
20-035-A Addendum 1 (Software Products)(Formerly MaeTech)		

Accepted By

Accepted Date



**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF ADAPTERS FOR STUDENT LAPTOPS**

**BACKGROUND:**

The District distributed student laptops for all high school students. Headphones are used by students for online testing. Adapters are needed for students to connect headphones to student laptops.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Adapters for Student Laptops
2. Decline to Approve Purchase of Adapters for Student Laptops
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Adapters for Student Laptops

**FUNDING SOURCE:       *Additional Details***

TRE                               198-11-6399-001-XXX-11-423-000000

**COST:**

\$86,250

**VENDOR:**

Amazon

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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

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

All High Schools

**RATIONALE:**

Approval of this purchase will support the use of headphones for student testing.

**INFORMATION SOURCE:**

Marlon Shears

QUOTE V76025566



PO Box 035184  
 Seattle, WA 98124-5184  
 888-281-3847

**BILL TO**

Fort Worth ISD

**SHIP TO**

Fort Worth ISD Technology  
 Warehouse

**Quote Date:** 12/02/2022

**Valid For:** 60 days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Syntech USB C To USB Adapter 2 pack	11500	\$ 7.50	\$ 86,250.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

**SUBTOTAL** 86250.00

**DISCOUNT** 0.00

**SUBTOTAL LESS DISCOUNT** 86250.00

**TAX RATE** 0.00%

**TOTAL TAX** 0.00

**SHIPPING/HANDLING** 0.00

**Quote Total \$ 86,250.00**

Thank you for your business!

**Terms & Instructions**

PO Required for Purchase, purchase to be made on Amazon.com

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF LAPTOP REPLACEMENTS FOR  
COUNSELING SERVICES**

**BACKGROUND:**

As an integral part of the educational system, school counselors work with campus faculty, staff, students, parents, and the community to plan, implement, and evaluate a comprehensive school counseling program aligned to the American School Counseling Association (ASCA) and the Texas School Counseling Model. To support the mobility of their work, counselors have increasingly relied on portable technology to provide accurate documentation, communicate with stakeholders and coordinate resources. The average school laptop is nine (9) years old.

As part of a technology replacement plan for Counseling Services, the Student Engagement and School Counseling Department will oversee the distribution of 235 new laptops to all campus high school, middle school and elementary school counselors across the District.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Laptop Replacements for Counseling Services
2. Decline to Approve Purchase of Laptop Replacements for Counseling Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Laptop Replacements for Counseling Services

**FUNDING SOURCE:**

**Additional Details**

General Fund	199-31-6396-001-999-99-151-000000.....	\$77,150.00
	199-31-6396-814-999-99-427-000000.....	\$221,250.65

**COST:**

\$298,400.65

**VENDOR:**

Cloud Unity

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

*19-085-E (Instructional Materials, Services & Equipment)*

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

Counseling Services  
Division of Technology  
All High Schools, Middle Schools and Elementary Schools

**RATIONALE:**

School counselors collaborate with parents, teachers, and others to reduce barriers to learning, equip students with personal and social skills, and assist with exploring and pursuing academic and career opportunities. As counselors spend more and more of their time outside the counseling office engaged in their work, the purchase of new laptops will enable counselors to meet, unconstrained by location, with students and parents and provide immediate access to compliance documentation and resources.

**INFORMATION SOURCES:**

Cherie Washington  
Marlon Shears



**Cloud Unity**

5080 Spectrum Drive Suite 1000 East  
Addison, TX 75001 US  
msumar@cloudunity.com  
www.cloudunity.com

# QUOTE

**ADDRESS**

Mr. Marlon Shears, CIO  
Fort Worth Independent School  
District  
100 N University Dr. 300  
Fort Worth, TX 76107

**QUOTE # 238**

**DATE 11/03/2022**

**EXPIRATION DATE 12/31/2022**

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
<b>Surface Laptop 5</b>	Surface Laptop 5 15", Platinum (Metal), Intel® Evo™ 12th Gen Core™ i7, 8GB RAM, 256GB SSD	235	1,269.79	298,400.65
<b>Intune Services</b>	Deployment and configuration of Surface 5 Laptop devices using Microsoft Intune Auto-Pilot.	235	55.00	12,925.00
<b>Discount</b>	100% Discount for Intune Deployment Services	1	-12,925.00	-12,925.00

Vendor #: 29405  
19-085-E Instructional Materials, Services & Equipment  
16-089-Y Academic/Educational Consultants  
21-053 Addendum 2 (IT Consultant Service)  
20-035-A Addendum 1 (Software Products)

**TOTAL**

**\$298,400.65**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE WIRELESS CELLULAR VOICE, DATA, AND HOT SPOT SERVICES AND EQUIPMENT FOR THE 2022-2023 SCHOOL YEAR**

**BACKGROUND:**

The services are for wireless cellular voice, data, and hot spots and equipment used by administrative users within the District. The cost includes contingency. The service period for this expense runs from January 1, 2023, through June 30, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2022 – 2023 School Year
2. Decline to Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Wireless Cellular Voice, Data, and Hot Spot Services and Equipment for the 2022 - 2023 School Year

**FUNDING SOURCE:       *Additional Details***

General Fund                      199-51-6256-800-999-99-423-000000

**COST:**

Not-to-Exceed – \$420,000

**VENDOR:**

T-Mobile

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

Cooperative - Contract and Quote  
GSA Contract #47QTCA22D008N

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

District-Wide

**RATIONALE:**

Approval of this item will allow the District to receive wireless cellular, voice, and hotspot services.

**INFORMATION SOURCE:**

Marlon Shears





# Leading the evolution of wireless for government



# Smartphone Plans - GSA Contract # 47QTCA22D008N

- **Unlimited Smartphone for Government - \$23.78 per month**
- **L1 Unlimited Smartphone for Government - \$33.62 per month** (up to \$400 handset credit for new lines + \$400 handset upgrade credit after 20 months of service)
- **L2 Unlimited Smartphone for Government - \$43.46 per month** (up to \$600 handset credit for new lines + \$600 handset upgrade credit after 20 months of service)
- **L3 Unlimited Smartphone for Government - \$52.48 per month** (up to \$800 handset credit for new lines + \$800 handset upgrade credit after 20 months of service)



Regulatory fee of up to \$3.49 not included in rate plan cost

## Smartphone Plan Features

**Includes Canada and Mexico**  
up to 5GB of 4G LTE data

**Unlimited talk, text, and 4G LTE data** while on our network

**Unlimited text and 2G data**  
in 210+ countries and destinations worldwide

**Gogo® in-flight texting and one hour of Wi-Fi on all Gogo® domestic flights**

**Unlimited Mobile Hotspot data**  
11 GB high-speed then unlimited at max of 3G speeds

# Data Plans – GSA Contract # 47QTCA22D008N

- Unlimited High-speed Mobile HotSpot Data for Government - \$28.70 per month
- Unlimited High-speed Tablet Data for Government - \$19.27 per month

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE PROFESSIONAL SYSTEMS SOFTWARE AND TECHNOLOGY TO CONTINUE PROVIDING PATIENT PROTECTION AND AFFORDABLE CARE ACT TRACKING AND REPORTING SERVICES**

**BACKGROUND:**

On July 21, 2015, the Board approved the engagement of the Professional Systems Software and Technology (PSST) to provide the Affordable Care Act (ACA) tracking and reporting services. PSST has printed and delivered coverage notices to the homes of employees and former employees since the initial approval. PSST has also developed and prepared the summary files for electronic delivery to the Internal Revenue Service (IRS) as required by the ACA. PSST has met staff's expectations during this engagement.

Based on PSST's performance and its working relationship with the District, the Administration requests authorization to exercise a one (1) year option for the tax reporting period 2022 (2022 - 2023 school year).

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Professional Systems Software and Technology to Continue Providing Patient Protection and Affordable Care Act Tracking and Reporting Services
2. Decline to Approve Professional Systems Software and Technology to Continue Providing Patient Protection and Affordable Care Act Tracking and Reporting Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Professional Systems Software and Technology to Continue Providing Patient Protection and Affordable Care Act Tracking and Reporting Services

**FUNDING SOURCE:**       *Additional Details*

Internal Service Fund       753-41-6299-ACA-750-99-424-000000

**COST:**

\$61,466.82

**VENDOR:**

Professional Systems Software and Technology (PSST)

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

***Bid/Proposal Statistics***

FWISD Bid Number: 15-119

Number of Bid/Proposals received: 8

HUB Firms: 0

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. The vendor listed above has been selected to support this purchase.

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

District - Wide

**RATIONALE:**

Purchase of these services will assist the District in complying with the Patient Protection and Affordable Care Act.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE MAILROOM EQUIPMENT LEASE**

**BACKGROUND:**

The lease for the District’s mailroom equipment is expiring. Several replacement options were evaluated considering the current operations demand and space allowance at the new administration location. The new equipment includes two (2) mail processing machines and a folder/insert machine. The lease is sixty (60) months, beginning January 1, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Mailroom Equipment Lease
2. Decline to Approve Mailroom Equipment Lease
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Mailroom Equipment Lease

**FUNDING SOURCE:        Additional Details**

General Fund                   199-41-6264-001-750-99-422-000000

**COST:**

\$95,520  
(\$4,776 Quarterly)

**VENDOR:**

Pitney Bowes Global Finance

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 656-21. Supporting documentation is attached. The recommended vendor is listed above.

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

Procurement Services / Mailroom Operations

**RATIONALE:**

This equipment will be utilized to weigh, meter, and process outgoing correspondence generated by the District.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



**State and Local Fair Market Value Lease**

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

**Your Business Information**

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>	<b>Tax ID # (FEIN/TIN)</b>
FORT WORTH INDEPENDENT SCHOOL DISTRICT	756001613

**Sold-To: Address**  
 100 N UNIVERSITY DR, FORT WORTH, TX, 76107-1360, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Kelley Lewis	817-871-2000	0011168667

**Bill-To: Address**  
 100 N UNIVERSITY DRSTE NW140E, FORT WORTH, TX, 76107-1360, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Kelley Lewis	817-871-2000	0012985679	kelley.lewis@fwisd.org

**Ship-To: Address**  
 100 N UNIVERSITY DR, FORT WORTH, TX, 76107-1360, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Roldan Delgado	(817) 814-2268	0011168667

**PO #**

**Your Business Needs**

Qty	Item	Business Solution Description
1	RELAY5000	Relay 5000 Inserting System
2	F780183	Sheet/Flat Envelope Tray
2	F780184	Insert Tray
1	F7DI	Bottom Address Inverter Kit
1	F9PG	PowerGuard Service Package
1	STDSLA	Standard SLA-Equipment Service Agreement (for Relay 5000 Inserting System)
	TI0K	Inserter Installation & Training
1	TI50	Relay 5000 Inserting System
1	TIET	Exit Transport
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APB4	Cost Accounting Devices (500)



	APBC	Cost Accounting Enabler
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAD	Enterprise Cost Accounting
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	MP8110	SendPro C Series Scale Upgrade
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJC	SPO-PitneyShip Individual
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	SYTOL2	Activation for SP Auto, SP P series
1	ZH24	Manual Weight Entry
1	ZH30	HZ03 120 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWM	10lb/5kg Weighing Option for MP81
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FW1	Differential Weighing Feature
1	1FW7	70lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter

1	APA9	3000 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZBG	Black Graphics Upgrade
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAD1	Enterprise Cost Accounting for PSeries
1	ME1C	Meter Equipment - P Series, LV
1	MP4X	Differential Weighing for 70 lb scale
1	MSD2	15in Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT7W	Scale, W&M, Global - 70lb / 30kg
1	MW90006	Power Stacker Portrait Flats Seal Kit
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	SYAB21	Analytics - 2 Products
	SYAT21	SendPro Analytics Training Fee
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term: 60 months</b>	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
<b>60</b>	<b>\$ 1,592.00</b>	<b>\$ 4,776.00</b>

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #656-21 \_\_\_\_\_  
 State/Entity's Contract# \_\_\_\_\_

Lessee Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Email Address \_\_\_\_\_

Pitney Bowes Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**Sales Information**

Robert Roan	robert.roan@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE GROUNDS MAINTENANCE SERVICES FOR ATHLETIC  
FIELDS AND AT ATHLETIC FACILITIES**

**BACKGROUND:**

The District requires comprehensive athletic grounds maintenance services at 14 high school campuses, at Goldstein Baseball Field, three (3) softball fields and three (3) soccer fields located at Clark Field. The services for these fields include: 1) Mowing; 2) Edging/string trimming; 3) All applications of fertilizer, herbicide, fungicide and insecticide, aeration; and 4) Over seeding.

In addition, less comprehensive services will also be performed. They include edging/trimming around campus tennis courts, mowing of the common areas at Billingsley Field House, Farrington Field, and Clark Stadium, as well as the common areas at Clark Field's baseball/softball fields. Services will also include field striping on 14 high school campuses, Clark Field baseball/softball fields, Goldstein Baseball Field and three (3) soccer fields at Clark. Labor, equipment, and supplies are furnished by the vendor for one (1) year.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities
2. Decline to Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities

**FUNDING SOURCE:       *Additional Details***

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

**COST:**

\$602,358.11

**VENDOR:**

Sports Field Solutions – *BuyBoard Contract #641-21*

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 641-21. Supporting documentation is attached. The recommended vendor is listed above.

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

***High Schools:***

Arlington Heights	Amon Carter-Riverside	Diamond Hill-Jarvis	Dunbar
Eastern Hills	North Side	Polytechnic	South Hills
Southwest	Trimble Tech	Western Hills	Benbrook
Paschal	O.D. Wyatt		

***Non-Campus Field Locations:***

Farrington Field	Billingsley Field House	Clark Stadium	Clark ( <i>Commons</i> )
------------------	-------------------------	---------------	--------------------------

**RATIONALE:**

Engaging the expert services of a comprehensive athletic field maintenance company ensures fields and athletic grounds are in the best possible condition for student athletes.

**INFORMATION SOURCE:**

Joseph Coburn



# Service Proposal

---

October 12, 2022

Joe Flores  
817-800-1474  
joe.flores@fwisd.org

Sales Rep: Phil Grefrath  
PO Number:

Joe,

Sports Field Solutions is pleased to provide you with a facilities maintenance solution that can provide you, Fort Worth ISD, with the confidence that you truly have the experts in your corner at all times.

## **Sports Field Maintenance Offerings**

### **Mowing**

- Mowing will be performed by an SFS Turf Specialist, who will diagnose and subsequently address identified problems on each mow.
  - Sports Field Mowing Schedule
    - 1 time mowing per week/year
  - Equipment provided by Sports Field Solutions
    - Zero Turn Rotary Mowers

### **Fertilizer, Weed Control, & Pest Management**

- All applications of fertilizer, herbicide, fungicide and insecticide must be administered by a Texas Pesticide-Licensed Applicator. Your SFS Turf Manager is licensed to apply these products.
  - Sports Field Application Schedule (all fields)
    - 4 times per year application of fertilizer
    - 2 times per year application of pre-emergent on all athletic fields
    - 1 time per year application of insecticide
    - 2 times per year application of post-emergent (when necessary)



# Service Proposal

---

- Materials provided by Sports Field Solutions
  - All granular fertilizer, insecticide, pre and post emergent herbicide
- Equipment provided by Sports Field Solutions
  - Boom Sprayer for foliar applications
  - Broadcast spreader for granular applications

## **Aeration**

- Aeration is necessary for any athletic field to perform at the highest level. Aeration is a laborious task; as such expect your SFS Turf Manager to spend over 130 hours aerating your athletic fields each year.
  - Sports Field Aerate Schedule
    - 1 time per year on Sports Fields
  - Equipment provided by Sports Field Solutions
    - Sports Field Aerator

## **Overseeding**

- Overseeding is the process of introducing a cool-season turf variety into a warm-season variety during dormancy. In Texas, this means overseeding the warm-season Bermuda grass with a cool-season Ryegrass. This provides excellent winter color and a growing, healthy playing surface year-round
  - Sports Field Overseed Schedule
    - 1 time per year on Sports Fields
  - Materials provided by Sports Field Solutions
    - 450 bags of Perennial Ryegrass seed
  - Equipment provided by Sports Field Solutions
    - Spreader for seed application



# Service Proposal

---

## **Edging/String Trimming**

- Edges around infields will be edged and kept clean with a string trimmer or stick edger.
- No use of string lines will be performed when edging/string trimming
- String trimming around mow strips/backstops 1x/week
- Edging/String Trimming around Tennis Courts, Batting Cages, and Bullpens at each high school listed below.
  - Some may require mowing over string trimming, where the areas are larger than others (see extra maps).

## **Common Ground Mowing**

Services to be performed at Billingsley Field House, Clark Stadium, Clark Baseball/Softball Commons, and Farrington Field Commons (also noted in the maps at end of proposal)

- Mowing, string trimming, edging, and blowing 1x/week during the growing season or 42x/year

\*Irrigation controls and repairs to be performed by customer, unless Sports Field Solutions crew damages sprinkler heads.

## **Field Striping (Baseball/Softball/Clark Soccer)**

- Stripe fields on baseball/softball fields (31 total fields) 30 times per year, or 930 total applications.
- Stripe fields at Clark Soccer (3 fields) 30 times per year
- SFS to work with FWISD on striping applications, and when lines are needed.
- Paint to be provided by Sports Field Solutions
- Lines at baseball and softball fields to include foul lines and coaches boxes where applicable
- Lines at soccer fields to include full FIFA 11v11 soccer markings.
- Paint color to be “WHITE”, unless otherwise requested.





# Service Proposal

---

## **Fort Worth ISD List of Fields/Schools Serviced**

Amon Carter Riverside High School - Baseball/Softball  
Arlington Heights High School - Baseball/Softball  
Benbrook High School - Baseball/Softball  
Clark Stadium Softball Complex - Softball (3), Baseball (Goldstein), Soccer (3)  
Diamond Hill - Jarvis High School - Baseball/Softball  
Dunbar High School - Baseball/Softball  
Eastern Hills High School - Baseball/Softball  
North Side High School - Baseball/Softball  
R L Paschal High School - Baseball/Softball  
Polytechnic Senior High School - Baseball/Softball  
South Hills High School - Baseball/Softball  
Southwest High School - Baseball/Softball  
Trimble Technical High School - Baseball/Softball  
Western Hills High School - Baseball/Softball  
O.D. Wyatt High School - Baseball/Softball



# Site Maps





# Site Maps





# Site Maps





# Site Maps





# Site Maps





# Pricing

---

## Annual Contract Values

Year 1 Contract Value

**\$602,358.11**

## **Exclusions**

- Any item of work not specifically listed above.
- Any building permits or site inspection fees.
- Soils stabilization.
- Temporary irrigation.
- Irrigation repairs outside of this scope.
- Sod grow-in.
- Erosion control.
- Rock excavation.
- Sports lighting.
- Freight surcharge.
- Vendor price increases.
- Electrical work of any kind.
- Materials testing.
- Field Tarp handling
- Sales and/or use tax.

Again, we are excited to provide you with the facilities maintenance proposal for your Athletic Fields in Fort Worth, TX. Feel free to reach out if you have any clarifications or questions as you review the proposal.

Phil Grefrath  
817-897-1117  
Sports Field Solutions

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:        **APPROVE CHARACTER AND LEADERSHIP DEVELOPMENT  
PROGRAM FOR STUDENT-ATHLETES****

**BACKGROUND:**

A school district’s interscholastic athletics programming adds value when it aligns with the mission of the school district. Intentionally, training and learning opportunities introduced to student-athletes and to coaches should foster this belief. Fort Worth ISD (FWISD) aims to implement a curriculum for student-athletes that supports college, career and military readiness.

The program uses a character first, and then leadership curriculum that incorporates cognitive neuroscience with restorative practices and social-emotional learning combined with civic engagement and leadership development. The programming is currently offered at two (2) FWISD high schools. Given the successful implementation, FWISD seeks to expand the offering to three (3) additional high school feeder patterns.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement
- 4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

- 1. Approve Character and Leadership Development Program for Student-Athletes
- 2. Decline to Approve Character and Leadership Development Program for Student-Athletes
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Character and Leadership Development Program for Student-Athletes

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

ESSER Fund                               282-32-6299-001-999-24-950-000260-22F32



**COST:**

\$90,000

**VENDOR:**

Tomlinson Center for Leadership

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*FWISD RFP: 21-083-D*

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

South Hills High School  
Diamond Hill-Jarvis High School  
Eastern Hills High School  
Polytechnic High School  
Western Hills High School

**RATIONALE:**

The FWISD Athletics Department seeks to renew and expand programs that benefit student-athletes beyond the athletic platform. Instructors train athletic student leaders to engage in peer-to-peer leadership using curriculum focused on 14-character traits and 11-leadership principles. The program will set student-athletes on a path of self-efficacy to become better leaders and better citizens.

**INFORMATION SOURCE:**

Cherie Washington

**EXHIBIT A**  
**AGREEMENT FOR MATERIALS AND SERVICES**

1. **Contract with Center.** District agrees to contract with Center on a non-exclusive basis to provide certain instructional materials and services to District. There is no requirement imposed upon the District pursuant to this Agreement to purchase any quota of instructional materials or services. The Parties understand and agree that Center is to provide the instructional materials and perform the services under the terms and conditions set forth in this Agreement on a non-exclusive basis.
2. **Duties of Center.** Center agrees to perform any and all services as agreed upon herein. Upon written request from the District, Center will provide an update of instructional materials and services and activities provided to District during the month such request is made. Upon request prior to any individual assignment, Center will provide District with the individual's experience, background information, and will obtain District's written approval prior to assignment.
3. **Removal.** If, at any time, District finds that an individual provides unsatisfactory performance, improper conduct or inadequate instruction/consultation/service, the District shall notify Center in writing, stating with particularity the District's findings. Center shall have thirty business (30) days from the date of the written notice to correct any individual performance issues and notify the District of the same. However, if the district's findings involve excessive safety or criminal issues that are also confirmed by Center's findings then Center shall immediately replace the individual, without charge or penalty to District.
4. **Scope of Work.** Center shall provide District with the following instructional materials and services within 5 Fort Worth ISD Schools. (\$18,000 per Pyramid):

**Leadership: Build the Complete Student Athlete Program** instructional materials, resources, project and interactive learning curriculum and software to earn and track points for Male & Female student-athletes. Center to provide leadership training by Tomlinson Instructor and coaching and mentoring to student and staff that uncovers friction, uses self-reflection to identify the options they can own, and what the action(s) they will take from now until the next week. Curriculum for middle school on leadership traits, and high school with leadership principal development. Center shall provide said coaching and mentoring in 10-14 sessions per semester at District High School(s) and Middle School feeder(s). Center will also provide professional development training for coaches to deliver curriculum into student-athlete population.

**Professional Development Workshop: With Staff and Student Leadership Council** Align staff and students with Non negotiables; the Core Values, Goals utilizing SMART method, Identify Friction Points that Prevent Goal Achievement, and develop standards to overcome friction points to ensure goal achievement.

**Establish Professional Learning Communities:** Tomlinson Coaches, made up of diverse corporate and military leaders will be onsite and virtual year-round to ensure successful implementation of program towards creating high production culture(s). This includes intensive interventions for students, professional coaching, support for curriculum delivery, software use, and guidance for staff on how to implement small team ownership in the following areas:

- **Leadership Council Development:** Implement Standards by Leadership Council and develop leadership capacity and personality diversity training weekly to drive self-efficacy and

confidence, and ability.

- **Vertical Alignment:** work with campus coaches to ensure Core Values are messaged continually, identify emerging friction points with staff and use as scaffolding opportunities with middle schools
- **Implement Service Learning and Intern opportunities** to reinforce and develop empathetic leaders through Disabled American Veterans and Veterans Administration

Phase 3: Peer to Peer Development/ 2d Semester/ 1x per week

- **Organize organization into small units** with 1 staff member and Leadership Council member.
- **Train Leadership Council** to deliver hip pocket discussions weekly to their group, how to look after their teammates and be/held responsible for their success or failures. Staff member operates as mentor and guides Leadership Council Member
- **AWARDS: All participants** eligible for Tomlinson Honors recognition and awards, including National LTAC Watchlist with social media recognition, awards, and experiences.

**Campus Branding:** For the duration of this contract and any subsequent renewals, if any, all campuses being served by Center will be allowed rights to use LaDainian Tomlinson's Name, Image, and Likeness (NIL) promote the program to its constituents. This includes, quotes, campus branding, showcasing awards recipients etc. All uses of likeness and image must first be approved by Center leadership.

In return for the services above, the District shall pay Center in an amount of **\$90,000** during the Term of this Agreement, **January 3, 2023 through December 31, 2023**, as billed by Center.

5. **Billing.** Center shall invoice the District in four (4) installments according to the payment schedule below. Late payments and disputed invoices shall be handled in accordance with the requirements of Texas Government Code Chapter 2251.

- a. **Payment Schedule:**
  - i. \$22,500 January 30, 2023 (Net 30)
  - ii. \$22,500 March 30, 2023
  - iii. \$22,500 July 30, 2023
  - iv. \$22,500 November 30, 2023

6. **Educational Records.** Center agrees and warrants that it will strictly comply with the Family Educational Rights and Privacy Act ("FERPA") and that it will not release or disclose any personally identifiable information regarding District students (Student Data) without the prior written consent of the parent, guardian, or eligible student as required by 34 C.F.R. §§ 99.30 - 99.32. The District or its designee shall have access to all education records or other documents in the possession of Center concerning students enrolled in the District for purposes of monitoring student progress, conducting evaluations, and making reports. Upon expiration or termination of this Agreement for any reason, Center shall turn over all Student Data in the possession of Center and then destroy any and all additional Student Data in its possession.. Notwithstanding the foregoing, such Student Data shall not include the de-identified data collected and analyzed by Center in performing the services hereunder, which shall remain as Center's intellectual property and information.

7. **Confidentiality and Transmission of Data.** Center warrants that it will use commercially reasonable efforts to ensure that District's Student Data, including but not limited to documents and information ("Data") will be safeguarded and maintained accurately, which at a minimum requires that all District Data be encrypted. Center shall provide the District timely notice of any security and/or data breaches and comply with any and all notification requirements to users as required by federal and the laws of the State of Texas.

8. **Criminal History Background Check.** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to students to obtain criminal history and/or fingerprinting record information regarding covered employees. Upon written request, Center must certify to the District that it has complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Center agrees to submit to a national criminal history review provided by the District on each person Center directs to perform the Services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Center agrees to require its employees, representatives and agents to wear a nametag at all times when present on any property owned by the District.

9. **Disclosure of Interested Parties/Form 1295.** Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a contractor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed Agreement, if the Agreement requires action or a vote by the Board of Trustees or the value of the contract awarded is at least One Million Dollars (\$1,000,000.00). The form must be signed by an authorized agent of the contracting business entity acknowledging that disclosure is made under oath and under penalty of perjury. Center agrees it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code.

10. **Conflict of Interest/Form CIQ.** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with District shall file a completed Conflict of Interest Questionnaire (CIQ) with the District if facts exist requiring the statement to be filed. The Conflict-of-Interest Questionnaire required by Chapter 176 of the Texas Local Government Code must be completed and submitted to the District prior to the commencement of this Agreement if required as stated in Section 176.006(a-1).

11. **Assumptions.** The District shall provide student names and email addresses that is required for Center to build out the information and services, and to prepare the app download. The District is responsible to ensure essential staff participate in the welcome aboard working sessions to cover implementation of program, where applicable. The District is also responsible to ensure staff and student-athletes are available and that scheduling of all sessions are provided to staff upon request of Center. Center is not responsible for lack of performance of this Agreement if the District staff is not engaged and does not provide scheduling to ensure appropriate students are notified to attend sessions. The Center curriculum and software are the property of Center, and any reproduction of the same is prohibited. Data provided by the District to Center will be governed by the Data Sharing Agreement between the Parties.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**      **APPROVE IMPLEMENTATION SERVICES FOR HARDWARE ASSET MANAGEMENT MODULE**

**BACKGROUND:**

Current technology assets are stored in multiple systems which are not integrated. This implementation will put technology asset management in one system that integrates with our procurement and receiving system, along with other technology systems, to create a central repository for all technology assets.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Implementation Services for Hardware Asset Management Module
2. Decline to Approve Implementation Services for Hardware Asset Management Module
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Implementation Services for Hardware Asset Management Module

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

TRE                                      198-53-6299-001-999-99-423-000000

**COST:**

Not-to-Exceed - \$130,000

**VENDOR:**

Carahsoft

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative Agreement - DIR-TSO-4288*

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

All Schools and Departments

**RATIONALE:**

To improve customer service and management of technology assets, this project will centralize all technology assets into one system, allowing for improved management and tracking of assets.

**INFORMATION SOURCE:**

Marlon Shears

**GOVERNMENT - PRICE QUOTATION**



**CARAHSOFT TECHNOLOGY CORP**



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

**BUDGETARY USE**

**TO:** Marlon Shears  
 Chief Information Technology Officer  
 Fort Worth Independent School District  
 100 N University Dr  
 Ste 130  
 Fort Worth, TX 76107 USA

**FROM:** Michael Edwards  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** marlon.shears@fwisd.org

**EMAIL:** Michael.Edwards@carahsoft.com

**PHONE:** (818) 807-0906

**PHONE:** (703) 889-9761

**FAX:** (703) 871-8505

**TERMS:** DIR Contract No. DIR-TSO-4288  
 Expiration Date: February 21, 2025  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Texas VID#: 1522189693700  
 Sales Tax May Apply

**QUOTE NO:** 36553451  
**QUOTE DATE:** 11/07/2022  
**QUOTE EXPIRES:** 12/07/2022  
**RFQ NO:** Budgetary  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$109,505.00

**TOTAL QUOTE:** \$109,505.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
<b>BUDGETARY</b>						
1	SNADS	ServiceNow Consulting/Advisory Services (Hourly) Estimated Hours: 639		\$109,505.00	TX DIR 1	\$109,505.00
<b>SUBTOTAL:</b>						\$109,505.00
<b>TOTAL PRICE:</b>						<b>\$109,505.00</b>
<b>TOTAL QUOTE:</b>						<b>\$109,505.00</b>

This is for budgetary purposes only. Estimates subject to change

**BUDGETARY USE**

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE RENEWAL OF SERVICE MANAGEMENT SYSTEM**

**BACKGROUND:**

The Technology Department uses a service management system, to manage Information Technology (IT) assets, service catalog and service tickets for schools and administrative users. The system is core to its customer service operations. This renewal will be from December 2022 through June 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Service Management System
2. Decline to Approve Renewal of Service Management System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Service Management System

**FUNDING SOURCE:       *Additional Details***

General Fund                      199-53-6249-800-999-99-423-000000

**COST:**

\$138,047.23

**VENDOR:**

ServiceNow, Inc.



**PURCHASING MECHANISM:**

**Competitive Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Cooperative Agreement. Pricing obtained through the Education Purchasing Cooperative of North Texas, Keller ISD RFP 2205-21. Supporting documentation is attached. The recommended vendor is listed above.

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

Customer Service/Customer Support

**RATIONALE:**

Approval of this system will enable the Technology Department to capture all technology assets within one (1) system while implementing automation for the discovery of assets on the District network.

**INFORMATION SOURCE:**

Marlon Shears

# Order Form



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

**Order Number**

ORD1764491-2

**Pricing Expiration: 15 Dec 2022**

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

**Customer Invoice Address**

**Customer Ship To Address**

Company Name	Fort Worth ISD	Company Name	Fort Worth ISD
Address	100 N University Dr Ste Nw140-e	Address	100 N University Dr Ste Nw140-e
Suite		Suite	
City	Fort Worth	City	Fort Worth
State/Province	TX - Texas	State/Province	TX - Texas
Zip/Postal Code	76107-1360	Zip/Postal Code	76107-1360
Country	United States	Country	United States
AP Contact Name	Marlon Shears	Business Contact	Marlon Shears
Title	CIO	Title	CIO
Phone	+1817-814-3002	Phone	+1817-814-3002
E-mail	marlon.shears@fwisd.org	E-mail	marlon.shears@fwisd.org
Account #	ACCT0022879	Tax ID#	

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

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD11661	ServiceNow® I2 IntegrationHub Starter	Transactions	1	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD12730	ServiceNow® I2 Agile Team	Module	1	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD11726	ServiceNow® I2 IT Service Management Professional	Fulfiller User	30	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 39.60	\$ 14,256.00	\$ 8,047.74
PROD11733	ServiceNow® I2 IT Service Management Professional	Included Student Fulfiller	15	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD15148	ServiceNow® I2 ITOM Visibility	Subscription Unit	500	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 3.17	\$ 19,020.00	\$ 10,737.10
PROD12543	ServiceNow® I2 IT Business Management Professional	ITBM User	5	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 33.00	\$ 1,980.00	\$ 1,117.74
PROD16196	ServiceNow® I2 Hardware Asset Management Professional	Subscription Unit	14000	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 1.06	\$ 178,080.00	\$ 100,529.03
PROD15509	ServiceNow® I2 Customer Service Management Professional With App Engine 100	Included Student Fulfiller	10	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD11498	ServiceNow® I2 IntegrationHub Professional	Transactions	1	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 1,320.00	\$ 15,840.00	\$ 8,941.94
PROD15279	ServiceNow® I2 Customer Service Management Professional With App Engine 100	Fulfiller User	20	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 59.40	\$ 14,256.00	\$ 8,047.74

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD15277	ServiceNow® I2 Business Stakeholder	Business Stakeholder User	10	6 Months, 24 Days	8 Dec 2022	30 Jun 2023	\$ 9.24	\$ 1,108.80	\$ 625.94
<b>Subscription Product SubTotal</b>								\$ 244,540.80	\$ 138,047.23

<b>Education, Knowledge and Professional Services Subtotal</b>	<b>\$ 0.00</b>
<b>Pre-tax Total</b>	<b>\$ 138,047.23</b>
Estimated Taxes	\$ 0.00
<b>Estimated Grand Total</b>	<b>\$ 138,047.23</b>

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
6 Months, 24 Days Subscription Fee	Upon Signature	\$ 138,047.23	\$ 0.00	\$ 138,047.23
		\$ 138,047.23	\$ 0.00	\$ 138,047.23

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit, 3 Non Production 4TB Storage Limit
Instance Names:	fwisd, fwisddev, fwisdtest, fwisdstage
Customer ServiceNow Admin:	Marlon Shears
Email:	marlon.shears@fwisd.org
Data Center Region:	North America

## Terms and Conditions

This Order Form is issued under and is incorporated into the signed definitive agreement(s) with the reference number(s) set forth above ("Master Agreement"), and is hereby attached as Exhibit A. This Order Form and any addenda attached thereto are subject to the confidentiality provisions of the Master Agreement including Section 6 ("Confidential Information"). If any provision of this Order Form conflicts with the Master Agreement, then this Order Form shall control. Customer shall limit the types and number of ServiceNow applications, Custom Applications, users and their permitted roles, and other use restrictions to those specified in this Order Form. Use of Customer Name - ServiceNow shall not publicly disclose the name of the Customer without ServiceNow receiving such Customer's prior written permission.

New Business Model Prices - Subscriptions purchased in accordance with this section will only be purchased for the remainder of the then current Subscription Term. During the course of the Subscription Term with Customer, if ServiceNow offers more favorable pricing under the Internet2 Net+ Program for a subscription product purchased on this Order Form, Customer may choose to add additional quantities at the more favorable price for the remainder of the Subscription Term, provided that:

- (i) the additional quantities are subject to the same entitlements as the current subscription;
- (ii) the additional quantities purchased exceed 10% of the current subscription of the product;
- (iii) the additional subscriptions co-terminate with the current Subscription Term End Date; and
- (iv) the unit prices for the quantities purchased on this Order Form are not modified for the duration of the Subscription Term.

## Notes

Order Form #ORD5025512-2 with a Subscription Term Start Date of 11/08/2021 is referred to herein and in any Renewal Order or Follow-On Order (each as defined below) as the "Initial Order". Upon expiration of the Subscription Term of the Initial Order, for two (2) immediately subsequent mutually agreed renewal order forms each for a twelve (12) month subscription term (each, a "Renewal Order") ServiceNow shall not increase the subscription fee rate for each Subscription Product on the Initial Order("Renewal Product(s)"). Each Renewal Order subscription term start date shall begin the day after the subscription term end date of the immediately preceding order form.

Each Renewal Order must be agreed in writing by both Parties thirty (30) days prior to the expiration of the then applicable subscription term. Each Renewal Order is non-cancellable and non-refundable, except as otherwise provided in the Master Agreement, provided that:

- i. the Renewal Product continues to be made commercially available by ServiceNow at the time of the renewal order; and if not, then the renewal order shall be for ServiceNow's then available product that is substantially equivalent to the Renewal Product;
- ii. the pricing model for the Renewal Product continues to be made available by ServiceNow at the time of the renewal order;
- iii. Customer places the renewal order before the expiration of the Subscription Term on this Order Form; and
- iv. the renewal order remains under the Internet2 Net+ Program Master Order Agreement.

Upon expiration of the second Renewal Order, Customer may accept the newest Internet2 Net+ Program Business Model as long as the increase in annual-Order Form value aggregated across all Order Forms with an active Subscription Term, is at least 5%. If Customer chooses to continue with subscription of the then current Order Form, ServiceNow shall have the right to increase the Subscription Fees for each Subscription Product on this Order Form ("Renewal Product") by 5% of the Subscription Fees of each product in this Order Form, provided that:

- i. the Renewal Product continues to be made commercially available by ServiceNow at the time of the renewal order; and if not, then the renewal order shall be for ServiceNow's then available product that is substantially equivalent to the Renewal Product;
- ii. the pricing model for the Renewal Product continues to be made available by ServiceNow at the time of the renewal order;
- iii. the units of each Renewal Product to be purchased are equal to or greater than the sum of all the units for that product in all the order forms placed by Customer up to the expiration o subscription term on this order form;
- iv. the renewal order is for a minimum of a 12-month subscription term;
- v. Customer places the renewal order before the expiration of the Subscription Term on this Order Form;
- vi. the renewal order remains under the Internet2 Net+ Program Master Order Agreement; and
- vii. the renewal order is on mutually agreeable terms and conditions. For clarity, the foregoing does not apply to, without limitation, new products that are offered for sale after the date of Order Form, products not ordered on this Order Form or professional services, training or events.

For clarity, the Parties acknowledge that any provision(s) related to automatic renewals, if any, are null and void.

Notwithstanding anything to the contrary herein, Customer is granted the right to approve requests via email at no additional cost.

## Payment Terms

If Customer issues a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the PO number on its invoices (solely for administrative convenience) so long as Customer provides the PO at least fifteen (15) business days prior to the date of the invoice.

Please submit a PO for the amount set forth above to [accountsreceivable@servicenow.com](mailto:accountsreceivable@servicenow.com) or the ServiceNow address above with Attention: Accounts Receivable.

PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE. The order is for the entire Subscription Term and is undividable. Payments are due as per the invoice schedule. All remaining fees are due immediately if ServiceNow terminates for non-payment.

Prices are stated exclusive of taxes, duties and similar assessments on Customer's use, which Customer agrees to pay, excluding taxes on ServiceNow's net income. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

When applicable, Customer must provide its VAT or GST identification number(s) on this Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service or related professional services for Customer's business use in the foregoing location(s).

## Product Overview

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products ordered hereunder is posted on <https://www.servicenow.com/upgrade-schedules.html>.

# ServiceNow® Order Form - Product and Use Definitions

## USER TYPE DEFINITIONS

"**User**" means any employee or contractor of Customer or Customer Affiliate or students, alumni or others given access to the subscription service by Customer. Each User must be assigned a unique username and password that may not be shared or transferred. Only employees and contractors that have a user profile in the subscription service which is designated as "active" may be given access to the subscription service.

"**Approver User**" is any User given the ServiceNow provided "Approver" role in the subscription service by Customer and no other role. An Approver User may only perform the functions set forth in the table below for Approver.

"**End User**" has the same use rights as "**Requester User**."

"**Fulfiller User**" is any User given a role in the subscription service by Customer other than the Approver role. A Fulfiller User may only perform the functions set forth in the table below for Fulfiller.

"**Student Fulfillers**" are Fulfiller Users designated by the institution that will work no more than twenty (20) hours per week within the ServiceNow platform. The validation of these users will be a specific identification as Student Employee, and the determination that they are students be cross-referenced to their role within the master log (LDAP, Active Directory, etc.) for the institution. It is the responsibility of the Customer to create and monitor this role. Measurement - For purposes of auditing, Student Fulfillers are active Users who have a last login time with in the prior 365 days and are assigned at least one Fulfiller role.

"**Process User**" has the same use rights as "**Fulfiller User**."

"**Requester User**" is any User without a role. A Requester User may perform only the functions defined in the table below for Requester.

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	142	-	included
Modify any report	-	-	included

Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

### CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product. A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on <https://www.servicenow.com/upgrade-schedules.html> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at [legal.request@servicenow.com](mailto:legal.request@servicenow.com).

### SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD11661 ServiceNow® I2 IntegrationHub Starter	<p>IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually).</p> <p>IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="https://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
PROD12730 ServiceNow® I2 Agile Team	<p>Included Applications: Agile Development and Test Management All Users may use the above applications.</p>
PROD11726 ServiceNow® I2 IT Service Management Professional	<p>Included Applications: DevOps Config; Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Service Owner Workspace; DevOps; DevOps Insights; Vendor Manager Workspace; Mobile Publishing; Predictive Intelligence; Virtual Agent; Universal Request Pro and Performance Analytics Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Portal Visits expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Performance Analytics, Virtual Agent, Universal Request Pro and Predictive Intelligence use rights apply only to IT Service Management Professional Applications and Bundled Custom Tables. Bundled Custom Tables: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables. The following Application(s) became available in the family release indicated below. Agent Intelligence - Kingston Walk-Up Experience; Continual Improvement Management; and Virtual Agent - London Agent Intelligence renamed to Predictive Intelligence - New York Service Owner Workspace; Vendor Manager Workspace - New York DevOps Config - Tokyo</p>
PROD11733 ServiceNow® I2 IT Service Management Professional	<p>Included Applications: DevOps Config; Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Service Owner Workspace; Vendor Manager Workspace; DevOps; DevOps Insights; Mobile Publishing; Predictive Intelligence; Virtual Agent; Universal Request Pro and Performance Analytics Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Portal Visits expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Performance Analytics, Virtual Agent and Predictive Intelligence use rights apply only to IT Service Management Professional Applications, Universal Request Pro and Bundled Custom Tables. Bundled Custom Tables: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables. The following Application(s) became available in the family release indicated below. Agent Intelligence - Kingston Walk-Up Experience; Continual Improvement Management; and Virtual Agent - London Agent Intelligence renamed to Predictive Intelligence - New York Service Owner Workspace; Vendor Manager Workspace - New York DevOps Config - Tokyo</p>
PROD15148 ServiceNow® I2 ITOM Visibility	<p>Included Applications: ITOM Visibility</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on <a href="https://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents</p>



	<p>incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p>
<p>PROD12543 ServiceNow® I2 IT Business Management Professional</p>	<p>Included Applications: Project Portfolio Management; Demand Management; Agile Development; Scaled Agile Framework; Test Management; Resource Management; Digital Portfolio Management; Financial Planning; Investment Funding; Innovation Management; Release Management; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>Usage of IT Business Management (ITBM) Professional is limited to the number of ITBM Users. An ITBM User is defined as any User with the right to access one or more of the ITBM Applications above and may perform any or all functions within the ITBM Applications.</p> <p>Performance Analytics, Predictive Intelligence, and Virtual Agent: Use rights apply only to ITBM Professional Applications and included Bundled Custom Tables.</p> <p>Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each ITBM User the right to access those Custom Tables.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per ITBM User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic.</p> <p>Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>The following Application(s) became available in the family release indicated:  Scaled Agile Framework - London  Investment Funding; Innovation Management - New York</p>
<p>PROD16196 ServiceNow® I2 Hardware Asset Management Professional</p>	<p>Included Applications: Hardware Asset Management; and Performance Analytics</p> <p>Includes entitlement for up to the number of Subscription Units purchased.</p> <p>A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the Hardware Asset Management (HAM) - ServiceNow Subscription Unit Overview on <a href="http://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>Performance Analytics: Use rights apply only to Hardware Asset Management Professional Applications and included App Engine Starter Custom Tables.</p> <p>App Engine Starter 5: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service designated as "active".</p> <p>The following Application(s) became available according to the release indicated below:  Paris - Hardware Asset Management</p>
<p>PROD15509 ServiceNow® I2 Customer Service Management Professional With App Engine 100</p>	<p>Included Applications: Customer Service Management; Communities; Engagement Messenger; Continual Improvement Management; DevOps Config; Proactive Customer Service Operations; Service Management for Issue Resolution; Walk-Up Experience; Outsourced Customer Service; DevOps; DevOps Insights; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>App Engine 100: Customer is granted the right to create or install up to 100 Custom Tables and to grant each Fulfiller User, External User and Requester User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>Usage is limited by the number of purchased Fulfiller Users. Requester Users and External Users are not included in the Fulfiller User count and are not subject to Customer Service Management Standard Subscription Product fees.</p> <p>Notwithstanding the definition of User above, an External User is defined as Customer's external contacts, including, but not limited to, Customer's accounts, consumers, households, partners or other contacts. External Users may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts. External Users are not included in the Fulfiller User count and are not subject to Customer Service Management Subscription Product fees.</p> <p>Fulfiller Users are entitled to use the Customer Service Management Applications listed above only to support External Users.</p> <p>Each Fulfiller User purchased includes 2,000 Customer Service Management - Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000.</p> <p>A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual</p>

	<p>Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to Customer Service Management Professional Applications and Bundled Custom Tables. Tokyo - DevOps Config</p>
<p>PROD11498 ServiceNow® I2 IntegrationHub Professional</p>	<p>IntegrationHub Professional includes Activity Designer; Activity Packs; and entitlement for up to 2,000,000 IntegrationHub Transactions annually (unused Transactions expire annually). IntegrationHub Professional includes Protocols and Spokes as set forth in the IntegrationHub Overview on <a href="http://www.servicenow.com/upgrade-schedules.html">www.servicenow.com/upgrade-schedules.html</a> and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at <a href="mailto:legal.request@servicenow.com">legal.request@servicenow.com</a>.</p> <p>An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer or Workflow.</p> <p>Additional annual Transactions require the purchase of a separate IntegrationHub package.</p>
<p>PROD15279 ServiceNow® I2 Customer Service Management Professional With App Engine 100</p>	<p>Included Applications: Customer Service Management; Communities; Engagement Messenger; Continual Improvement Management; Proactive Customer Service Operations; DevOps Config; Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Outsourced Customer Service; Digital Portfolio Management; Vendor Manager Workspace; DevOps; DevOps Insights; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Performance Analytics</p> <p>App Engine 100: Customer is granted the right to create or install up to 100 Custom Tables and to grant each Fulfiller User, External User and Requester User the right to access those Custom Tables and perform the actions granted to that User Type.</p> <p>Usage is limited by the number of purchased Fulfiller Users. Requester Users and External Users are not included in the Fulfiller User count and are not subject to Customer Service Management Professional Subscription Product fees.</p> <p>Notwithstanding the definition of User above, an External User is defined as Customer's external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. External User may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts.</p> <p>Each Fulfiller User purchased includes 2,000 Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000. A Visit is a period of activity on the Customer Portal, including a Community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.</p> <p>Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).</p> <p>Performance Analytics, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to Customer Service Management Professional Applications and App Engine 100 Custom Tables.</p> <p>The following Application(s) became available in the family release indicated: Paris - Outsourced Customer Service Quebec - Engagement Messenger San Diego - Digital Portfolio Management (Formerly: Service Owner Workspace) Tokyo - DevOps Config</p>
<p>PROD15277 ServiceNow® I2 Business Stakeholder</p>	<p>A Business Stakeholder User may approve requests, view all records and view and drill through reports within the Subscription Products to which the Customer is subscribed.</p> <p>Customers with a separately purchased Customer Service Management, Financial Services Operations, or Telecommunications Service Management Subscription Product may provide Business Stakeholder Users with the right to create cases on behalf of their customers or service organizations.</p> <p>Use of Business Stakeholder right with Custom Tables requires: (i) use of the ServiceNow created approvals module; and (ii) creation of a read role on the Custom Table associated with the Business Stakeholder role.</p>

**ACKNOWLEDGED AND AGREED:**

**Customer: Fort Worth ISD**

**ServiceNow, Inc.**

Signature:	
Name:	
Title:	
Date:	

Signature:	
Name:	
Title:	
Date:	

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**       **APPROVE CONTRACT WITH SERVICE PROVIDER TO PROVIDE MENTORING SERVICES FOR STUDENTS AT THE LEADERSHIP ACADEMY AT FOREST OAK MIDDLE SCHOOL**

**BACKGROUND:**

Students at the Leadership Academy at Forest Oak (LAFO) have achieved a great deal academically since the inception of the Leadership Academy Network (LAN). With more students returning to in-person learning, the campus saw an opportunity to decrease behavioral issues and reduce student altercations. As a result, the campus engaged with a mentoring organization to establish a positive culture of learning and leadership amongst students. This partnership began this Fall, and the campus saw steady gains in mastering conflict resolution, goal setting, and leadership development. The campus would like to extend this partnership through the Spring of 2023.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract with Service Provider to Provide Mentoring Services for Students at the Leadership Academy at Forest Oak Middle School
2. Decline to Approve Contract with Service Provider to Provide Mentoring Services for Students at the Leadership Academy at Forest Oak Middle School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract with Service Provider to Provide Mentoring Services for Students at the Leadership Academy at Forest Oak Middle School

**FUNDING SOURCE:**       *Additional Details*

Special Revenue                   429-11-6299-ACE-045-24-950-000416-22S15

**COST:**

\$97,000

**VENDOR:**

R L I F E Inc.

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

*FWISD RFP 21-083-E*

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

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

**RATIONALE:**

RLife Inc. will provide programs and daily mentoring sessions with students at the Leadership Academy at Forest Oak Middle School. As a part of these sessions, RLife Inc. staff will serve as positive role models, assist with goal setting, behavior intervention, conflict resolution, and leadership development skills. RLife Inc. facilitators will work diligently to establish positive relationships with students and staff, and will ensure that students exhibit growth in their academic and personal goals.

**INFORMATION SOURCE:**

David Saenz

# Building a Legacy

Exhibit A

## One Youth at a Time...



# R LIFE

*Leaders Invading the Future Educated*



*Impacting  
Our Future Leaders Through  
Education*



# R. LIFE PROPOSAL FOR SERVICES

## OVERVIEW

R. LIFE is pleased to submit this proposal for services to support the Leadership Academy at Forest Oak in achieving its goal of supporting scholars with character development, developing leaders, and implementing conflict resolution skills. We have partnered successfully with several schools that share the goal of promoting a positive campus culture. Project 100+ will provide the best support and behavior intervention strategies to the campus. R. LIFE staff will work collectively with teachers, staff, and faculty to fulfill R. LIFE's mission of equipping leaders with the tools to make their dreams become a reality. Our vision is to help kids become entrepreneurs, career, and college ready.

### The Opportunity

We will work collectively with teachers, faculty, and staff and provide two R. LIFE mentors (1 Male:1 Female) at the campus three times a week or as selected under program days.

**The R. LIFE mentors will engage and assist with the following:**

- |   |   |
|---|---|
| Goal #1: Promote positive campus culture                                    | Goal #2: Attendance                         |
| Goal #3: Behavior Intervention  | Goal #4: Reduce In house school suspension. |
| Goal #5: Conflict resolution  | Goal #6: Provide Lunch Support              |
| Goal #7: Produce scholars into positive leadership positions/Leadership 101 |   |

### The Solution

Having R. LIFE with the scholars throughout the day allows the mentor and scholar to develop a relationship. The scholar will quickly understand the mentors are there to assist and set them up for success. The mentors will be able to provide one on one mentoring while supporting the objectives of the campus leadership team. R. LIFE will work to quickly redirect the scholar and assist in an action plan to be more successful and improve scholar self-worth and overall behavior.

- Recommendation #1: We recommend 2 R. LIFE mentors to serve 7/8<sup>th</sup> grade campus.
- Recommendation #2: We recommend working directly with Principal/AP/counselor on scholars that can benefit from Project 100+
- Recommendation #3: We recommend creating individualized life ready plans for those identified students who are part of Project 100+



## OUR PROPOSAL

The Leadership Academy Network and FWISD have a well-deserved reputation for quality academic schools. However, faced with unseen changes such as COVID-19 and its emotional effects, schools have experienced unique challenges. We have researched areas to improve these challenges and created programming and services to meet the scholars where they are as well as developed a plan to succeed. Our Project 100+ program will be an effective addition to the strategies and interventions currently in place.

Imagine having a class where you can send scholars for encouragement and/or redirection. Project 100+ meets the needs by providing trained and qualified staff at the school who have been assigned scholars to facilitate a structured and positive plan of social skills, tracking data (i.e. attendance, referrals) and support as needed including academic support. Two mentors will be working (1 male and 1 female) directly with your designated point of contact you provide. In addition to the outlined deliverables, mentors will create positive student relationships throughout the school day.

### Rationale

While many variables influence a young person’s probability of graduating from high school, two critical areas of focus for R. LIFE include a love of learning and engagement through education. When youth experience a love for learning and authentic engagements in their own education, they are more likely to experience academic success. Unfortunately, engagement decreases as youth grow up. R. LIFE’s goal is to fill in the gap, by providing academic support through partnership tutoring, college and career readiness programs, and financial literacy.

These are the modules that will be implemented.

- Life Skills
- Self-Worth
- Leadership and Conflict Resolution

### Supplied Material

The following materials are to be supplied by Forest Oak Middle School.

Materials to be supplied by the Leadership Academy at Forest Oak	Due Date*
Dedicated Classroom with desks for mentors and scholars	Upon Arrival
Assigned point of contact (I.e. Principal, AP, counselor...etc.)	Upon Arrival
Attendance, behavior, and any supporting documents.	Ongoing





## Proposed Program Logistics

Program Days (Please Check)    \_x\_\_Mon   \_x\_\_Tue   \_x\_\_Wed   \_x\_\_Thu   \_x\_\_Fri

Programming Timing:                      Start Time: 11:00AM

Uniform Program Start Date:              End Time: 4:00PM

Start Date: January 2023                  End Date May 2023

## Pricing

The following table details the pricing for delivery of the services outlined in this proposal are valid until December 15, 2022

Cost of Services for Leadership Academy at Forest Oak Middle School 7 <sup>th</sup> & 8 <sup>th</sup>	
Two R. LIFE Mentors	\$60,000
Administrative Fee	\$7,000
Special Youth Services (Life Ready/Career Ready/Incentives)	\$1,500
Lunch/Learn Sessions	\$1,000
Parent Engagement Specialist	\$3,500
<b>Total Contract Cost</b>	<b>\$73,000</b>
*Includes Administrative Fee to be billed at execution of contract	



## CONCLUSION

We look forward to working with the Leadership Academy at Forest Oak serving the 7<sup>th</sup> and 8<sup>th</sup> graders and partnering with you to improve behavior and overall scholar care. R. LIFE mission is to have our future leaders equipped with the education needed to make their dreams a reality. Our vision is to help kids become entrepreneurs, career, and college ready. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering Project 100+. Our mentoring style is different as we work to get to the root of the problem and quickly develop solutions. Lastly, we believe into tapping into the leader within the scholar and have those skills on immediate display at their current campus and community.

If you have questions on this proposal, feel free to contact me at your convenience by email at [info@itsrlife.org](mailto:info@itsrlife.org) or by phone at 414.788.4322.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Nate Cooper'.

**Nate Cooper**  
R. LIFE Founder/Executive Director  
[www.itsrlife.org](http://www.itsrlife.org)

A handwritten signature in black ink, appearing to read 'Lakesha Cooper'.

**Lakesha Cooper**  
Co-Executive Director

IMPACTING  
OUR **FUTURE**  
**LEADERS** THROUGH  
EDUCATION

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**      **APPROVE CONTRACTED 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 (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 substitute support provider, the District would increase our access to a vetted substitute pool during peak days (Monday, Thursday, and Friday) where the majority of absences are reported. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contracted Substitute Teacher Temporary Services

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

ESSER Fund                      282-11-6299-XXX-XXX-24-950-000105-22F32

**COST:**

Not-to-Exceed - \$150,000

**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 substitute support provider, the District would increase access to a vetted substitute pool during peak days (Monday, Thursday, and Friday) where the majority of absences are reported. This would increase instructional consistency for students, promoting their academic, social, and developmental growth.

**INFORMATION SOURCE:**

Raúl Peña

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:        **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT MULTIPLE SITES FOR THE SCHOOL YEAR 2022 - 2023****

**BACKGROUND:**

Fort Worth ISD (District) has maintained a long-standing contractual relationship with each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. This is a renewal of the agreement that established the City of Fort Worth (the City) as the program provider at De Zavala Elementary School, Greenbriar Elementary School, D. McRae Elementary School, Seminary Hills Park Elementary School, Daggett Montessori and Daggett Middle School. The agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at these sites. Funds for these services have been budgeted and committed.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2022 - 2023

**FUNDING SOURCES:        *Additional Details***

General Fund	199-61-6299-0FN-XXX-30-395-000000.....	\$197,535
ESSER Fund	282-61-6299-0FN-194-24-950-000395-22F32.....	\$44,800

**COST:**

\$242,335 (*Funds approved by the Board of Education on July 26, 2022.*)

**VENDOR:**

City of Fort Worth – Parks and Recreation

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

General Fund: De Zavala Elementary School  
Greenbriar Elementary School  
D. McRae Elementary School  
Seminary Hills Park Elementary School  
Daggett Middle School

ESSER Fund: Daggett Montessori

**RATIONALE:**

This service provision agreement between the District and the City provides for continuation of an after-school program and services to students at De Zavala Elementary School, Greenbriar Elementary School, D. McRae Elementary School, Seminary Hills Park Elementary School, Daggett Montessori and Daggett Middle School.

**INFORMATION SOURCE:**

Cherie Washington

**FIFTH RENEWAL AND FOURTH AMENDMENT OF  
CITY SECRETARY CONTRACT NO. 49878**

This **FIFTH RENEWAL AND FOURTH AMENDMENT OF CITY SECRETARY CONTRACT NUMBER 49878** (“Fifth and Fourth Renewal”) is made and entered into by and between the **CITY OF FORT WORTH**, Texas a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District (“FWISD”), acting by and through its duly authorized representative. City and FWISD are referred to herein individually as a (“Party”) and collectively as the (“Parties”).

**WHEREAS**, on August 1, 2017, City and FWISD entered into an Interlocal Agreement for After School programs to provide academic enrichment programs and other activities to reinforce and compliment the FWISD regular academic programs at Greenbriar Elementary School and DeZavala Elementary School, the same being City Secretary Contract No. 49878 (“Agreement”) which was approved by the City Council on September 19, 2017 through M&C: C-28384;

**WHEREAS**, the Agreement provides that the term may be renewed for five additional one-year periods;

**WHEREAS**, on October 23, 2018, the Parties exercised the first renewal term, expiring on July 31, 2019;

**WHEREAS**, on December 10, 2019, the Parties exercised the second renewal term, expiring on July 31, 2020, and amended the Agreement to include afterschool programming at Daggett Middle School;

**WHEREAS**, on December 10, 2020, the Parties exercised the third renewal term, expiring on July 31, 2021;

**WHEREAS**, on November 24, 2021, the Parties exercised the fourth renewal term, expiring on July 31, 2022, and amended the Agreement to institute a total annual reimbursable expenditure for the programs at Greenbriar Elementary School, DeZavala Elementary School, and Daggett Middle School;

**WHEREAS**, the Parties wish to amend the Agreement to include afterschool programming at D. McRae Elementary School, Seminary Hills Elementary Schools, and Daggett Montessori;

**WHEREAS**, the Parties wish to amend the Agreement to institute a total annual reimbursable expenditure for programs at Greenbriar Elementary School, DeZavala Elementary School, Daggett Middle School, D. McRae Elementary School, Seminary Hills Schools, and Daggett Montessori;

**WHEREAS**, each Party performing governmental functions or in paying for the performance of governmental functions hereunder, will make that performance or those payments from current revenues legally available to that Party;

**WHEREAS**, each Party finds that the performance of this Agreement is in the common interest of the Parties, that he undertaking will benefit the public interest and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement;

**WHEREAS**, it is the collective desire of the Parties to extend the Agreement for a fourth renewal term; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the City and FWISD do mutually covenant and agree to amend and renew and extend the Agreement as follows:

I.

Section 6.1.3 of the Agreement is amended to be and read as follows:

6.1.3 The total amount of expenditures by the City and the obligations of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds, but in no event shall such amounts exceed \$242,335.00 for the programs at Greenbriar Elementary School, DeZavala Elementary School, Daggett Middle School, D. McRae Elementary School, Seminary Hills Schools, and Daggett Montessori.

II.


The City and FWISD hereby agree to renew and extend the Agreement for an additional one-year period, effective beginning on August 1, 2022 and expiring on July 31, 2023, ("Fifth Renewal Term").

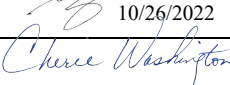
III.

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

2. All terms in this Fifth Renewal and Fourth Amendment that are capitalized but not defined shall have the same meanings ascribed to them in the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in multiples in Tarrant County, Fort Worth, Texas.

<p><b>CITY:</b></p> <p>By: _____ Valerie Washington Assistant City Manager</p> <p>Date: _____</p>	<p><b>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION:</b></p> <p>By: _____ Tobi Jackson Board President</p> <p>Date: _____</p> <p><b>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</b></p> <p>By:  11.11.2022 FWISD Staff Attorney</p> <p><b>FORT WORTH INDEPENDENT SCHOOL DISTRICT SUPERINTENDENT</b></p> <p>By: _____ Dr. Angélica M. Ramsey</p>
---	---

 10/26/2022  
Cherice Washington 11/7/2022



FOR CITY OF FORT WORTH INTERNAL PROCESSES:

<p><b>Approval Recommended:</b></p> <p>By: _____ Dave Lewis Acting Director Park &amp; Recreation Department</p> <p>By: _____ Kelli Pickard Assistant Director Park &amp; Recreation Department</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____ Nico Arias Assistant City Attorney</p>	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Sheri Endsley District Superintendent Park &amp; Recreation Department</p> <p><b>City Secretary:</b></p> <p>By: _____ Jannette S. Goodall City Secretary</p> <p><b>Contract Authorization:</b> M&amp;C: C-28384 Form 1295: N/A</p>
---	---

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC: APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT THE LEADERSHIP ACADEMY AT COMO ELEMENTARY SCHOOL FOR THE SCHOOL YEAR 2022 - 2023**

**BACKGROUND:**

Fort Worth ISD (the District) has maintained a long-standing contractual relationship with each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. This is a renewal of the agreement that established the City of Fort Worth (the City) as the program provider at the Leadership Academy at Como Elementary School. The agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. Funds for these services have been budgeted and committed.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2022 - 2023
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2022 - 2023
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2022 - 2023

**FUNDING SOURCES:      *Additional Details***

General Fund	199-61-6299-0FN-117-30-395-000000.....	\$39,507
Special Revenue	498-61-6299-LDA-117-24-409-000000-21L89.....	\$40,000

**COST:**

\$79,507 (*Funds approved by the Board of Education on July 26, 2022.*)

**VENDOR:**

City of Fort Worth – Neighborhood Services

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

*Solicitation - Bid Summary / Evaluation*

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

The Leadership Academy at Como Elementary School

**RATIONALE:**

This service provision agreement between Fort Worth ISD and the City of Fort Worth provides for continuation of an afterschool program and services to students at The Leadership Academy at Como Elementary School for the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Cherie Washington

INTERLOCAL AGREEMENT BETWEEN  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
AND THE CITY OF FORT WORTH

This Interlocal Agreement ("Agreement") is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas ("City"), and the Board of Trustees of the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas ("FWISD").

WHEREAS, this Agreement is made under the authority granted to the City and the FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act.

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 to 6:00 PM are of prime importance;

WHEREAS, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees by consensus agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities;

WHEREAS, for more than a decade, the FWISD and City have entered into a series of Interlocal Agreements for the creation and operation of a Coordinating Board to oversee and operate after-school programs at selected FWISD schools as a juvenile crime prevention measure, with the most recent agreement being City Secretary Contract No. 56607 approved by the Fort Worth City Council on September 14, 2021 as Mayor and Council Communication M&C 21-0684 (the "Coordinating Board Agreement");

WHEREAS, FWISD and City anticipate executing a new Coordinating Board Agreement to continue funding and operating the coordinating board and the after-school program for the 2022-2023 school year;

WHEREAS, for several years, the Coordinating Board, pursuant to its powers and the terms of the Coordinating Board Agreement, has designated the City, through its Neighborhood Services Department, to provide the after-school program at Como Elementary School;

WHEREAS, the FWISD, on behalf of the Coordinating Board, and the City wish to enter into a new agreement so that the City, through its Neighborhood Services Department, may continue to provide the after-school program at Como Elementary School for the 2022-2023 school year.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the City, acting by and through its duly authorized Assistant City Manager, and FWISD, acting by and through its duly authorized superintendent, do hereby covenant and agree as follows:

Pursuant to the designation by the Coordinating Board under the Coordinating Board Agreement, the City and FWISD agree that:

1. **SCOPE OF SERVICES.** The City will implement and operate the after-school program at Como Elementary School pursuant to the terms of the Coordinating Board Agreement governing the 2022-2023 school year. The Coordinating Board, as authorized under the Coordinating Board Agreement, shall oversee the implementation and operation of said programs.
2. **GOALS AND MISSION STATEMENT.** The mission of the After-School Program at Como Elementary School shall be: "To enable needs-based after-school programs in a safe environment that result in educational, physical, and social development for elementary and middle school aged children."

- (a) Goals of the After-School Program shall include, at a minimum:
  - i. To provide homework assistance, tutorial, and relevant educational programs;
  - ii. To improve the awareness of the importance of learning;
  - iii. To reduce the level of truancy;
  - iv. To address the students' physical needs;
  - v. To provide activities that promote social development;
  - vi. To reduce juvenile arrests; and
  - vii. To reduce juvenile victims of crimes during the target hours.

- (b) Operational Imperatives are:
  - i. To establish program goals and objectives that are measurable and result in desired outcomes through a scientific evaluation process;
  - ii. To ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement; and
  - iii. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complimented through an inventory and evaluation of existing programs.

3. **FUNDING.**

- (a) FWISD agrees to pay the City up to **seventy-nine thousand five hundred seven dollars and 00/100 (\$79,507.00)** to fund the operation of the After-School Program at Como Elementary School. The allocations by funding source are from the Fort Worth After-School Full Service Provider General Fund in the amount of \$39,507.00, and from the Rainwater Charitable Foundation in the amount of \$40,000.00. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the

City, including, but not limited to, funds from the City's Crime Control and Prevention District.

- (b) To receive funds under this Agreement, the City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.
- (c) Pursuant to Section 791.011 of the Interlocal Cooperation Act, each party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

4. **TERM.** The term of this Agreement is for a one-year period, effective beginning on July 1, 2022, and ending on June 30, 2023 and shall cover the entire 2022-2023 school year.

5. **NON-APPROPRIATION OF FUNDS.** If, for any reason, at any time during any term of this Agreement, FWISD fails to appropriate funds sufficient for FWISD to fulfill its obligations under this Agreement, FWISD may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by FWISD to the City of written notice of FWISD's intention to terminate; or (ii) the last date for which funding has been appropriated by FWISD Board for the purposes set forth in this Agreement.

6. **TERMINATION OF AGREEMENT.**

(a) If the City or the FWISD fails, for any reason, to perform any provision of this Agreement, this Agreement may be terminated if the default continues for a period of thirty (30) days after the notifying party notifies the defaulting party in writing of the default and its intention to declare this Agreement terminated. If the defaulting party does not cure or correct such breach within the thirty (30) day period, the notifying party shall have the right to declare this Agreement immediately terminated and neither party shall have further responsibility or liability hereunder.

(b) This Agreement may be terminated by either party, in whole or in part, at any time with or without a reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the Agreement is being terminated and the effective date of termination.

7. **NOTICES.** Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

If to City:  
Fernando Costa  
Assistant City Manager  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102  
(817) 392-8180

If to FWISD:  
Dr. Angelica Ramsey  
Superintendent  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, Texas 76107  
(817) 871-2000

With a copy to:  
City Attorney's Office  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102

With a copy to:  
General Counsel's Office  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, Texas 76107

8. **INDEPENDENT CONTRACTOR.** City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the FWISD. City shall have exclusive control of and the exclusive right to control the work designated to the City to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor FWISD shall be responsible under the doctrine of respondeat superior for the acts or omissions of officers, members, agents, servants, employees of the other. Nothing herein shall be construed as creating a partnership or joint enterprise between City and FWISD.

9. **NONDISCRIMINATION.**

(a) Neither the City nor FWISD nor any of their respective officers, members, agents, servants, employees, program participants, or subcontractors, while engaged in performing this Agreement, shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

(b) The City and FWISD agree that, in the execution, performance, or attempted performance of this Agreement, they will not discriminate against any person or persons because of gender, race, religion, color, sexual orientation or national origin, nor will FWISD or the City permit its officers, agents, servants, employees, subcontractors, or program participants to engage in such discrimination.

10. **SEVERABILITY.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, a federal or state agency, or a board or a commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

11. **WAIVER OF DEFAULT.** No waiver by the parties hereto of any default or breach or the failure to insist upon the performance of any term, condition, provision, or covenant of this Agreement shall be deemed to be a waiver or relinquishment to any extent of any other breach of the same or any other term, condition, provision, or covenant contained herein or the right of the parties to assert or rely upon any such term.
  
12. **NOTICE OF CLAIMS.** FWISD and City agree to notify the other promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages related to this Agreement. FWISD and City agree to make their respective officers, agents, servants, and employees available at all reasonable times or any statements and case preparation necessary for the defense of any claims or litigation for which the other party may be responsible hereunder.
  
13. **EFFECT ON THIRD PARTIES.**
  - (a) Nothing: herein shall be deemed to constitute a waiver of any immunity or affirmative defense, which may be asserted by FWISD or the City as to any claim of any third party.
  
  - (b) Nothing: herein shall be construed in any manner, to create a cause of action for the benefit of any person not a party to this Agreement, or to create any rights for the benefit of any person not a party to this Agreement not otherwise existing at law.
  
14. **INSURANCE.** The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. City will provide a letter of self-insured status as requested by FWISD.
  
15. **FORCE MAJEURE.** If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.



16. **APPLICABLE LAW AND VENUE.**

- (a) This contract shall be construed in accordance with the laws of the State of Texas.
- (b) Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the Federal Court of the Northern District of Texas - Fort Worth Division.

17. **HEADINGS.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

18. **ENTIRE AGREEMENT.** This written instrument constitutes the entire understanding of the parties hereto concerning the work and services to be performed. Any prior or contemporaneous oral or written agreement that purports to vary from the terms hereof shall be void.

19. **AMENDMENT.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties here have executed this Agreement in multiples in Fort Worth, Tarrant County, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF FORT WORTH**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**By:** \_\_\_\_\_  
Fernando Costa  
Assistant City Manager

**By:** \_\_\_\_\_  
Lg Dr. Angélica M. Ramsey  
11.11.2022 Superintendent

10/26/2022  
*Cherie Washington* 11/7/2022

**APPROVED AS TO FORM AND LEGALITY:**

Jessika J. Williams  
Assistant City Attorney

*Lynda Jackson* 11.11.22  
\_\_\_\_\_  
Attorney, Representing Fort Worth ISD

**ATTEST:**

Jannette S. Goodall  
City Secretary

\_\_\_\_\_  
Carin "CJ" Evans  
Secretary, Board of Education

M&C: 22-0684  
Date: September 13, 2022

**Contract Compliance Manager:**

By signing below, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including all performance and reporting requirements.

\_\_\_\_\_  
Monique Hill  
District Superintendent, Neighborhood Services

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH  
INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT  
WORTH FOR AFTER-SCHOOL SERVICES FOR THE SCHOOL YEAR  
2022 - 2023**

**BACKGROUND:**

Fort Worth ISD (the District) has collaborated with the City of Fort Worth (the City) to provide after-school programs since the fiscal year 2000 - 2001. The Interlocal Agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program for the 2022 -2023 school year. The City Council has authorized its duly authorized representative, Fernando Costa, Assistant City Manager, to execute this renewal agreement for the City.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023
2. Decline to Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2022 - 2023

**FUNDING SOURCE:        *Additional Details***

General Fund                               199-61-XXXX-001-XXX-30-395-000000

**COST:**

\$1,495,000 (*Funds approved by the Board of Education on July 26, 2022.*)

**VENDOR:**

City of Fort Worth

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

Not Applicable

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

Fort Worth After-School

Sites funded through Crime Control Prevention District (CCPD) funds and Contracted providers:

**Camp Fire (2):**

Diamond Hill Elementary School  
Sam Rosen Elementary School

**City of Fort Worth (6):**

The Leadership Academy at Como Elementary School  
De Zavala Elementary School  
Greenbriar Elementary School  
D. McRae Elementary School  
Seminary Hills Elementary School  
Daggett Middle School

**Clayton Youth Services (4):**

Glen Park Elementary School  
Meadowbrook Elementary School  
Oaklawn Elementary School  
Sagamore Hill Elementary School

**YMCA (18):**

Carroll Peak Elementary School  
Manuel Jara Elementary School  
Rufino Mendoza Elementary School  
S.S. Dillow Elementary School  
The Leadership Academy at Maude I. Logan Elementary School  
Eastern Hills Elementary School  
The Leadership Academy at John T. White Elementary School  
Kirkpatrick Elementary School  
The Leadership Academy at Mitchell Boulevard Elementary School  
M.H. Moore Elementary School  
Charles E. Nash Elementary School  
Luella Merrett Elementary School

Washington Heights Elementary School

**YMCA (continued)**

Lowery Road Elementary School

J.P. Elder Middle School

The Phalen Leadership Academy at Forest Oak Middle School

William James Middle School

The Leadership Academy at Forest Oak 6<sup>th</sup> Grade

**Site-Based Campuses (9):**

Trimble Tech High School

Polytechnic High School

South Hills High School

Carter-Riverside High School

Young Women's Leadership Academy

International Newcomer Academy

George C. Clarke Elementary School

Hubbard Heights Elementary School

Rosemont Middle School

**RATIONALE:**

The Interlocal Agreement constitutes a collaboration between the District and the City to provide after-school programs and services to Fort Worth ISD students for the 2022-2023 school year.

**INFORMATION SOURCE:**

Cherie Washington

**INTERLOCAL AGREEMENT**  
**BETWEEN THE**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FORT**  
**WORTH**  
**FISCAL YEAR 2023**

In consideration of mutual covenants, promises, and agreements contained herein, **THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into between **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas, (“City”) acting by and through Fernando Costa, its duly authorized Assistant City Manager, and the **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted independent school district hereinafter referred to as (“District”), acting by and through Dr. Angelica Ramsey, Superintendent, its duly authorized representative.

**RECITALS**

**WHEREAS**, City has determined that After School Programs are necessary to support crime prevention in City during Fiscal Year 2023 to meet one or more of the Crime Control and Prevention District (“CCPD”) goals, which are: (1) to support efforts to reduce violent crime and gang-related activities through enhanced enforcement activities and crime prevention programs; (2) to support efforts to increase the safety of residents and to decrease crime throughout Fort Worth neighborhoods; and (3) to support efforts to increase the safety of youth and reduce juvenile crime through crime prevention and intervention programs; and

**WHEREAS**, the City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees have determined that the security and well-being of students at middle and elementary schools during after-school hours of 3:00 PM to 6:00 PM are of prime importance; and

**WHEREAS**, City and the District agree that the activities of elementary and middle school children during these critical hours are of paramount importance to both government entities; and

**WHEREAS**, District proposes to continue the Fort Worth After School Program (FWAS) in conjunction with the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein expressed, the parties agree as follows:

**AGREEMENT DOCUMENTS**

The Agreement documents shall include the following:

1. This Interlocal Agreement for the Fort Worth After School (FWAS)
2. Exhibit A – Scope of Work: Zoom Grants Narrative and Project Plan
3. Exhibit B – Budget Narrative Spreadsheet

4. Exhibit C – Request for Reimbursement (RFR)
5. Exhibit D – Project Plan Status Report
6. Exhibit E – Quarterly Outcomes Report and Participant Zip Code Spreadsheet
7. Exhibit F – Request for Budget Modification Form
8. Exhibit G – Corrective Action Plan Template
9. Exhibit H – Previous Year’s Corrective Action Plan (FY21)

Exhibits “A” through “H”, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A through F and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement control.

## **DEFINITIONS**

**City** - The term “City” shall include City, and its officers, agents, employees, and representatives.

**Distict** - The term “District” shall include District, and its officers, agents, employees, representatives, servants, contractors, and subcontractors.

**Party** - The term “Party” shall refer to either City or District.

**Parties** - The term “Parties” shall refer to both City and District.

## **1. AGREEMENT**

1.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Scope of Work and Project Plan. District shall be responsible for the day-to-day administration of the Fort Worth After School (FWAS). District agrees to spend the Program Funds in accordance with the Budget Narrative Form as described in Exhibit “B”, attached and incorporated herein for all purposes incident to this Agreement. City and District together covenant and agree to fully cooperate in the operation of this project and both Parties agree that:

A. A coordinating board shall continue to oversee the implementation and operation of the After-School Program (the “Coordinating Board”). The Coordinating Board shall consist of thirteen (13) positions. Members of the Coordinating Board shall serve no more than two (2) terms of three (3) years each, however, positions with asterisks (\*) are permanent board members and will not be affected by the term limit rule. Community members will be selected by the Coordinating Board.

### District – Four Positions

1. Representative of the Superintendent, District \*
2. Director, Student Discipline and Placement \*
3. Executive Director, Leadership \*

4. Executive Director, Art Education or Instructional Music or Athletics

City of Fort Worth – Four Positions

5. Representative of the City Manager, City of Fort Worth \*
6. Chief of Police, City of Fort Worth or designated representative \*
7. Director, Parks and Community Services, City of Fort Worth \*
8. Representative of the City of Fort Worth Library Department

Community Members – Five Positions

9. President, Safe City Commission \*
10. Director or Assistant Director, Tarrant County Juvenile Services \*
11. At-Large Community Member
12. At-Large Community Member
13. At-Large Community Member

At-Large Community members shall have professional experience that includes one or more of the following categories:

- Fort Worth Council of PTAs
- District Advisory Board
- Child Care Management System (CCMS)
- United Way of Metropolitan Tarrant County
- Legal Professions
- Financial Professions
- Health and Wellness Professions
- Marketing/Media Professions
- Foundations or Philanthropy
- Evaluation

The Coordinating Board shall have the following responsibilities:

1. Approve program-wide scope, goals, and objectives;
2. Approve site selection process;
3. Select sites based on selection criteria;
4. Evaluate reported results from campus programs;
5. Evaluate funding needs; and
6. Recommend future direction and standards.

B. The District shall be responsible for day-to-day administration of the FWAS Program and will, at a minimum, employ one (1) Director and two (2) Program Coordinators.

C. The District shall establish a site-based advisory committee at each middle and elementary school that operates an After-School Program. This committee may be a new body, a group continued from a previous year of after-school operations, or site-based management team provided it includes the principal and representatives of the community, faculty, and student body.



D. The District shall continue to work with an independent entity to conduct an in-depth longitudinal evaluation of the After-School Program. The evaluator shall provide an overview and feedback on existing programs and recommendations for improvement.

E. The City Council of Fort Worth and the Fort Worth Independent School District Board of Trustees shall meet annually to review the After-School Program.

## 2. ADMINISTRATION AND RECORDS/REPORTS

A. The mission of the After-School Program shall be to enable needs-based after-school programs in a safe environment that results in educational, physical, and social development for elementary and middle school aged children.

1. The associated program goals, performance measures, and activities are listed in Exhibit A.
2. Operational Imperatives of the After-School Program are to ensure that program participants achieve improvement in core program outcomes through an accountable system of measurement.
3. To ensure that existing programs are not duplicated, or if appropriate, are expanded or complemented through an inventory and evaluation of existing programs.

B. CITY will:

1. Ensure the implementation of the goals of the After-School Program.
2. Monitor sites to ensure quality and compliance of programs.
3. Monitor program compliance.
4. Make recommendations regarding programming.
5. Assist/participate with Campus Advisory Committees.
6. Subject to availability and appropriation, provide funding for the Program pursuant to the amounts identified in Exhibit B.
7. Approve the After-School Program Service Provider, but such approval shall not be unreasonably withheld.

C. DISTRICT will:

1. Provide guidance and direction in the development of programs and activities on campus.
2. Supervise, monitor, and guide to ensure alignment of project activities with program guidelines.
3. Identify appropriate District students for referral and program participation.
4. Assist in the recruitment of students.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation.

7. Provide access to any necessary use of facilities that are conducive for program activities daily, including the use of a telephone.
8. Provide regular program updates to respective Site-Based Management Teams.
9. Provide program compliance and project development assistance through the Campus Advisory Committee or Site-Based Management Team.
10. Coordinate planning for tutoring.
11. Ensure After-School staff is receiving support from teachers at the school.
12. Ensure the safety of students in the After-School Program.
13. Provide internal and external evaluation services.
14. Select third-party After-School Program Service Providers. District shall provide the name of each After-School Program Service Provider to the CITY for approval within ten (10) days after selection by District. The After-School Program Service Provider shall not provide any services under this Agreement until approved by the CITY.
15. Provide CITY with a copy of their Agreement with the approved After-School Program Service Provider.
16. Ensure that all approved After-School Program Service Providers are in full compliance with this Agreement.

### **3. RECORDS AND TRAINING**

#### **A. Records to be submitted to CITY by DISTRICT:**

1. The District shall annually submit:
  - a. A list of participating schools. The list shall include a contact person for each campus, a telephone number, and e-mail address;
  - b. Current school year calendar;
  - c. Discipline Policy;
  - d. Staff Training Schedule;
  - e. Student Enrollment Procedure;
  - f. Student Recruitment Procedure; and
  - g. Lesson plans, to include planned annual/monthly schedule of activities.
2. The District shall submit monthly:
  - a. Monthly Project Plan Status Report, showing success in meeting goals and measurements as outlined in Exhibit A – Project Plan.
  - b. Attendance records shall be taken daily and submitted monthly and shall include:
    - 1) Number of students registered or enrolled; and
    - 2) Participation – average daily attendance.
  - c. Coordinating Board meeting schedule and minutes.

#### **B. Records to be maintained on site:**

1. Participant registration;
2. Parental consent forms;

3. Written Safety Policy and Procedures;
4. Disciplinary actions; and
5. Staff training records.

C. Reports that provide a method of evaluation for improvements in Academics, Social Skills, and Recreational Activities.

1. Pre-Program
2. Mid-Year
3. Post program

#### **4. Responsibilities of District**

4.1 District covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all work and services described in Exhibit “A” – Project Plan, attached, and incorporated herein for all purposes incident to this Agreement. District shall be responsible for the day-to-day administration of the Fort Worth After School Program. District agrees to expend the Program Funds in accordance with its Fort Worth After School Program budget, described in Exhibit “B”, attached. Program activities shall be reported in accordance with Exhibit “D”, attached, and quarterly outcomes shall be reported in accordance with Exhibit “E”, attached.

4.2 District shall be responsible for the enforcement of these responsibilities on any After School Program Service Providers that are selected by the District. The District shall include the same Project Plan Status Reports and Quarterly Outcomes Reports in any After School Program Service Providers Contracts that District enters into associated with the funds provided through this Agreement. The City will be provided with copies of all executed agreements between the District and any After School Program Service Providers within five (5) days of their execution.

#### **5. Program Funds**

5.1 In no event shall the total distribution from City made to the District during the Term of this Agreement exceed the total sum of \$1,495,000.00 (“Program Funds”).

5.2 Payment of the Program Funds from City to District shall be made on a cost-reimbursement basis following receipt by City from District of a signed Request for Reimbursement (RFR), as described in Exhibit “C” along with copies of all receipts and other supporting documentation. District shall deliver to City a written detailed Project Plan Status Report and Quarterly Outcomes Report as described in Section 7 below with each RFR to support the expenditure of Program Funds. Such reports shall be signed by the District or duly authorized officer of the District.

5.3 **Due Dates** District agrees that the RFR with supporting documentation will be submitted to the City no later than the 15th of each month. If this obligation of the District falls due on a weekend or Federal holiday, then that obligation shall be due the next business day following such weekend day or Federal holiday. Should the District not be able to meet these requirements in the given month, the District shall provide written notification prior to the deadline that details the justification and expected date of submission. If no notification is received by the

15th, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, the City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding. Submittal of a monthly RFR is required even if expenses do not occur.

5.4 Each monthly RFR should be sequentially numbered and include expense documentation that is legible, detailed, clear, and concise. The submitted RFR shall include monthly and quarterly reports as applicable. Submissions must be scanned and submitted to the Grants and Program Management Section of the Fort Worth Police Department. Submissions should be titled "Fort Worth Independent School District RFR Month" and sent either via email to [PSM@fortworthtexas.gov](mailto:PSM@fortworthtexas.gov) or via mail addressed as such: **ATTENTION: Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex, 505 W. Felix St., Fort Worth, Texas, 76115**. Reimbursements will not be made until after receipt of an acceptable and approved RFR and a monthly Project Plan Status Report from the District. Additionally, a Quarterly Outcomes Report is required as described in section 4.2 and must be approved prior to reimbursements.

5.5 Reimbursements shall be made within 30 days of receipt of said documents. Incomplete or incorrect submissions shall be returned to the District for resubmission, restarting the 30-day reimbursement schedule.

5.6 District is authorized to modify up to five (5) percent of any budgeted line-item in the original approved budget without prior written permission from City. However, District must submit the Request for Budget Modification Form (Exhibit "F") to City, with the monthly RFR, during the month the modification took place. The request must include justification for modification to the budget, and the new modified budget cannot exceed the total amount of Program Funds.

5.7 Any modifications of more than five (5) percent of any budgeted line-item in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be submitted, and the request must be approved by City, before any money is moved to the line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds. The last day the City will approve a budget modification for this agreement is August 1, 2023.

5.8 Any modifications to zero line-items in the original approved budget must have prior written permission from City before the modifications are made. The Budget Modification Form (Exhibit "F") must be completed and approved by City before the money is transferred into the new line-item. Once the Budget Modification is approved, the modified budget will take effect on the first day of the following month. The new modified budget shall not exceed the total amount of Program Funds.

5.9 District will document cost allocations for all budgeted expenses throughout the entirety of the Agreement and will be responsible for having a policy and procedure in place for this documentation. Specifically, District will document how all shared costs, personnel time, or

equipment that was fully or partially paid for using CCPD funds, were used in furtherance of the program activities described in this Agreement. Documentation of these cost allocations, as well as a copy of the District's policy and procedures for the documentation of the cost allocations shall be made available to the City upon request.

5.10 The City reserves the right to reject any budget modification that the City believes, in its sole discretion, is not clearly aligned with the program activities and any requests for reimbursement expenses that the City believes, in its sole discretion, are not specified in Exhibit "B" of this Agreement or an approved budget modification form.

5.11 Budget modification can only occur within the Direct and Indirect costs. Funds may not be moved from a Direct line-item into an Indirect line-item, or vice versus. Modification of Direct and Indirect approved budgets must follow the guidelines outlined in sections 5.

5.12 Request for Budget Modification Form (Exhibit "F") shall be submitted via either email to [PSM@fortworthtexas.gov](mailto:PSM@fortworthtexas.gov) or via mail addressed to the **Contract Compliance Specialist, Financial Management Division, Bob Bolen Public Safety Complex at 505 W. Felix St., Fort Worth, Texas, 76115.**

5.13 **After School Program Provider Funds** The District will be responsible for imposing the same program funding requirements as listed in Section 5 of this Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs and will report any Budget Modifications that an After-School Program Service Provider makes to the City.

## 6. Term

This Agreement shall commence upon **October 1, 2022** ("Effective Date"), and shall end on **September 30, 2023** ("End Date"). All of the District's expenditures under this Agreement must be completed no later than **September 30, 2023**. The City reserves the right to withhold the final Request for Reimbursement until all required documents have been received by the District.

## 7. Program Performance

7.1 District agrees to maintain full documentation supporting the performance of the work and fulfillment of the objectives set forth in Exhibit "A."

7.2 **Due Dates** District agrees that all program reports will be submitted to the City no later than the 15th of each month. If this obligation of the District falls due on a weekend or Federal holiday, then that obligation shall be due the next business day following such weekend day or Federal holiday. Should the District not be able to meet these requirements in the given month, the District shall provide written notification prior to the deadline that details the justification and expected date of submission. If no notification is received by the 15th, the City may document for future corrective action. If, by the last day of the same month, District has not submitted the required reports, the City will send a non-compliance letter notifying District's duly authorized representative of a possible suspension of program funding. Submittal of a monthly RFR is required even if expenses do not occur.

7.3 **Monthly Reports** District agrees to provide a Monthly Project Plan Status Report (“Exhibit D”) to document performance of work. The Monthly Project Plan Status report shall document program activity names, numbers of participants attending, details of activities, and a description of goals achieved in support of CCPD goals. Submission of an Exhibit D report is required even if services do not occur.

7.4 **Quarterly Reports** In addition to the requirements outlined in Section 4, District agrees to provide a Quarterly Outcomes Report and Zip Code Spreadsheet to document performance of work (“Exhibit E”). The Quarterly Outcomes Report and Zip Code Spreadsheet shall be included in the January, April, July and October report submissions. The Quarterly Outcomes Report shall document details of the quarterly progress toward outcome objectives achieved in support of CCPD goals. The Zip Code Spreadsheet shall reflect new/unduplicated participant data for that quarter. Submission of an Exhibit E and Zip Code report is required even if services do not occur.

7.5 District agrees to complete a Corrective Action Plan (“CAP”) in the event of three (3) consecutive months or six (6) non-consecutive months with incomplete or incorrect submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report. District agrees to complete a Corrective Action Plan for recurring late submissions of an RFR, Project Plan Status, or Quarterly Outcomes Report, or for failing to take corrective actions and responding to audit reports by the City. The CAP will contain the identified issue found by the City, how the District will correct that issue, who the responsible person will be to ensure completion, and a target completion date. An example of this form is attached as Exhibit “G”.

7.6 A representative of the program from the District shall attend quarterly meetings of the Crime Control and Prevention District Board as requested.

7.7 Final program reports will be due with the final RFR submission on October 15, 2023.

7.8 **After School Program Provider Performance** The District will be responsible for imposing the same program performance requirements as listed in this section of Agreement on any After-School Program Service providers that it selects to carry out its After-School Programs.

## **8. Default and Termination**

8.1 This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. All monies distributed to District hereunder shall be exclusively from monies received from the CCPD, and not from any other monies of City. City agrees to notify the district in writing within two (2) days of knowledge that CCPD funds are not available. In the event that funds from the CCPD are not received in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall be liable only for payment for any work or services performed by District under or in connection with this Agreement through the date of the notice required above..

8.2 This Agreement may be terminated by City, in whole or in part, at any time and for any reason upon written notice as specified in section 8.3.

8.3 Termination will be effected by delivering to District written notice of termination, specifying the portion of the Agreement affected and the effective date of termination. Upon District's receipt of notice of termination, District shall:

- (a) Stop any work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further order or subcontracts, except as may be necessary for the completion of the work not terminated;
- (c) Terminate all orders and contracts to the extent that they relate to the performance of the work terminated by the notice of termination; and
- (d) Cease expenditures of Program Funds, except as may be necessary for the completion of the work not terminated.

8.4 In the event City suspends or terminates this Agreement for cause, and the cause for such suspension or termination is determined to be invalid, the District's remedy shall be the reinstatement of this Agreement, and reimbursement for any amount, due under the Agreement. District expressly waives any and all rights to monetary damages, including but not limited to actual, consequential, and punitive damages, court costs, and attorney's fees.

8.5 Within thirty (30) days following the date of termination of this Agreement, District shall return to City any property provided hereunder. City will have no responsibility or liability for District's expenditures or actions occurring after the effective date of termination of the Agreement.

## **9. Equipment and Maintenance**

All equipment purchased with Program Funds must meet all eligibility requirements of the City. District shall maintain all equipment used in the administration and execution of Fort Worth After School (FWAS). District shall maintain, replace, or repair any item of equipment used in support of the Fort Worth After School (FWAS), or for use under the terms of this Agreement that no longer functions or is lost or stolen. The cost for maintenance, replacement, or repair of any equipment used in support of Fort Worth After School (FWAS) and/or for use under the terms of this Agreement is the sole responsibility of District. District shall not use Program Funds to repair or replace said equipment. District shall use any and all equipment purchased with Program Funds exclusively in support of Fort Worth After School (FWAS). Within 10 days following the purchase of equipment, District shall submit to City a detailed inventory of all equipment purchased with Program Funds to the Contracts Compliance Specialist at the address set forth in paragraph 2.2 above. The equipment inventory shall include an itemized description of each piece of equipment, the date each piece of equipment was purchased, the cost of purchase for each piece of equipment, and the location of each piece of equipment.

## **10. Administrative Requirements**

10.1 District agrees to keep sufficient records to document its adherence to applicable local, state, and federal regulations, along with documentation and records of all receipts and expenditures of Program Funds and to allow for reasonable audits of such records during regular

business hours, at the expense of the City or District, with such audit to be performed by an auditor selected by the City or the Board. All records shall be retained for three (3) years following the termination or completion of this Agreement. City or its representatives shall have the right to investigate, examine, and audit with two (2) days notice, any and all such records relating to operations of District under this Agreement. District, its officers, members, agents, employees, and subcontractors, upon notice by City, shall make such records readily available for investigation, examination, and audit. In the event of such audit by City, a single audit of all District's operations will be undertaken and may be conducted either by City (performed by staff in the Police Department or the City's Internal Audit Department) or an independent auditor approved by the City or Board. District shall submit a copy of any audit performed by their independent auditor within 30 days of receipt of the final audit report.

In addition, if the District receives \$300,000.00 or more during any fiscal year, the District shall also be required, at its own cost, to engage an independent third party to perform an audit regarding the receipt and use of CCPD funding and to provide a copy of such audit report to City staff. If the funding recipient is already obtaining a general audit of its financial matters by an independent third party, that audit may be used to satisfy this requirement so long as it specifically includes a separate review of the records of CCPD funds. Because the independence of external audit firms is best maintained by changing firms regularly, if a funding recipient continues to use the same audit firm for more than three consecutive fiscal years, that fact will be reported to the Board and may result in the amount of funding to the recipient being reduced or eliminated.

10.2 If any audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to District by City. If questions are not resolved within this period, City reserves the right to withhold further funding under this and/or future agreement(s) with District.

10.3 If, as a result of an audit, it is determined that District misused, misapplied, or misappropriated all or any part of the Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied, or misappropriated, plus the amount of any reasonable sanction, penalty, or other charge levied against City because of such misuse, misapplication, or misappropriation.

10.4 District's obligation to City and City obligation to District shall not end until all closeout requirements are completed. The closeout requirements shall include but are not limited to: (1) providing final Project Plan Status Report and Quarterly Outcomes Report; (2) making final payments; and (3) disposing of Fort Worth After School (FWAS) assets as appropriate, if deemed required by the City in its sole discretion.

10.5 District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed by District under this Agreement., City shall have access at reasonable hours to offices and records of District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring with two (2) days prior notice.

10.6 Throughout the term of this Agreement and for up to three months after its expiration, the City may periodically request, and the District will be required to provide, information for the



purposes of evaluating the overall effectiveness of Crime Control and Prevention District (CCPD) funding. This information will include, but may not be limited to, the zip-codes of participating individuals of the program(s) receiving CCPD funding. Requested information will consist solely of aggregated data without any personal identifiers. Further, any information requested will not be used in a way that would violate local, state, or federal statutes, regulations, or policies.

10.7 The District will maintain the information the City is requesting based on the applicable Texas State Library and Archives Commission (TSLAC) records retention schedule governing K-12 educational institutions. The District shall provide the requested information to the City within 30 days of receipt of the request. If the District does not maintain the requested information as of the date it receives the City's request, the District will begin collecting such information as of that date, shall provide an initial response regarding that information within sixty days, and shall thereafter update that information on request.

10.8 If necessary, an amendment may be brought forward to identify additional specific metrics that District will be required to maintain and provide to the City to evaluate the effectiveness of the Crime Control and Prevention District Funding.

**Section 10 shall survive the expiration or termination of this Agreement.**

**11. Independent Contractor**

11.1 District shall operate hereunder as an independent contractor and not as an officer, agent, or servant or employee of City. District shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees. The doctrine of respondent superior shall not apply as between City and District, its officers, members, agents, servants, employees, subcontractors, program participants, licensees, or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and District. No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by City on behalf of District. District shall not be treated as an employee with respect to the services performed pursuant to this Agreement for federal or state tax purposes. It is expressly understood and agreed that officers, members, agents, employees, subcontractors, licensees, or invitees of District, and any program participants hereunder are not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan provided by City. It is expressly understood and agreed that City does not have the legal right to control the details of the tasks performed hereunder by District, its officers, members, agents, employees, subcontractors, program participants, licensees, or invitees.

11.2 City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed, or in any way damaged.

**12. Liability and Indemnification**

To the extent allowed by law and without the waiver of any immunity or defense, each of the Parties shall be liable and responsible for any damages or loss caused by the negligent acts or omissions, or malfeasance or intentional misconduct of each of its respective officers, agents, servants, or employees. Nothing in the performance of this Agreement shall impose any liability for claims against District, other than claims that may arise as set forth in this section and Section 12, or for claims which the Texas Tort Claims Act may impose liability. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Fort Worth other than claims that may arise as set forth in this section or for which liability may be imposed by the Texas Tort Claims Act.

District shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

**Section 12 shall survive the expiration or termination of this Agreement.**

**13. Non-Assignment**

No assignment or delegation of duties under this Agreement by District shall be effective without City's prior written approval.

**14. Prohibition Against Interest**

14.1 No member, officer, or employee of the City, or its designees or agents; no member of the governing body of the locality in which the Fort Worth After School (FWAS) is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Fort Worth After School (FWAS) during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. District shall incorporate, or cause to be incorporated, like language prohibiting such interest, in all District and subcontracts hereunder.

14.2 No officer, employee, member, or program participant of District shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly, in the sale to District of any land, materials, supplies, or services purchased with any funds transferred hereunder, except on behalf of District, as an officer, employee, member, or program participant. Any willful violation of this paragraph with the knowledge, expressed or implied, of District or its subcontractors, shall render this Agreement voidable by the City of Fort Worth.

**15. Nondiscrimination**

15.1 In accordance with the federal, state, and local laws and ordinances, District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, statutory requirement, or statutory

or ordinance exception.

15.2 District will not unlawfully discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will District permit its officers, members, agents, employees, subcontractors, or program participants to engage in such discrimination.

## **16. Compliance**

16.1 District, its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of City. If City calls to the attention of District in writing to any such violation on the part of District or any of its officers, members, agents, employees, subcontractors, or program participants, then District shall immediately desist from and correct such violation.

16.2 District shall utilize Program Funds strictly for those purposes and goals intended under the terms and conditions of this Agreement. If City calls the attention of District in writing to any such violations on the part of District or any of its officers, members, agents, employees, program participants, or subcontractors, then District shall immediately desist from and correct such violation.

## **17. Waiver of Immunity**

The parties and their respective governing bodies do not waive any immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this Agreement.

## **18. Insurance Requirement**

18.1 District shall procure and shall maintain during the term of this Agreement the following insurance coverage:

- (a) Commercial General Liability (CGL): \$1,000,000 per occurrence, with a \$2,000,000.00 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (b) Non-Profit Organization Liability or Directors & Officers Liability: \$1,000,000 per occurrence, with a \$1,000,000 annual aggregate limit, in a form that is acceptable to the City's Risk Manager.
- (c) Automobile Liability: \$1,000,000 each accident on a combined single limit basis OR split limits are acceptable if limits are at least \$250,000 Bodily Injury per person, \$500,000 Bodily Injury per accident, and \$100,000 Property Damage.
- (d) Any other insurance the City may reasonably require to protect the interest of the City.

18.2 District's insurer(s) must be authorized to do business in the State of Texas for the lines of insurance coverage provided and be currently rated in terms of financial strength and solvency to the satisfaction of the City's Risk Manager.

18.3 Each insurance policy required herein shall be endorsed with a waiver of subrogation in favor of the City. Each insurance policy required by this Agreement, except for policies of worker's compensation or accident/medical insurance shall list the City as an additional insured. City shall have the right to revise insurance coverage requirements under this Agreement.

18.4 District further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide sufficient compensation insurance to protect District and City from and against any and all Worker's Compensation claims arising from the work and services provided under this Agreement.

## **19. Miscellaneous Provisions**

19.1 The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or Federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

19.2 City's failure to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's right to assert or rely upon any such term or right on any future occasion.

19.3 Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

19.4 District represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required.

19.5 This written instrument and the exhibits attached hereto constitute the entire agreement between the parties concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be signed by authorized representatives of each Party.

19.6 All notices required or permitted by this Agreement must be in writing and deemed delivered on the earlier of the date actually received or the third day following (i) deposit in a United States Postal Service post office or receptacle; (ii) with proper postage (certified mail, return receipt requested); and (iii) addressed to the other party at the address as follows or at such other address as the receiving party designates by proper notice to the sending party:

CITY: Fernando Costa, Assistant City Manager  
City Manager's Office  
City of Fort Worth  
200 Texas Street  
Fort Worth, TX 76102

Copies To: Contract Compliance Specialist  
Financial Management Division  
Bob Bolen Public Safety Complex  
505 West Felix St.  
Fort Worth, TX 76115

City Attorney's Office  
Attn: Police Contracts  
200 Texas Street  
Fort Worth, TX 76102

DISTRICT: Dr. Angelica Ramsey - Superintendent  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, TX, 76107

Copies To: Office of Legal Services  
100 N. University Dr.  
Fort Worth, TX 76107

19.7 None of the performance rendered under this Agreement shall involve, and no portion of the Program Funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance, or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

19.8 Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

19.9 District is required to conduct criminal background screenings for all volunteers or employees who will be working with children under the proposed program. All criminal background checks shall be in compliance with Texas Department of Family and Protective Services standards, the Texas Administrative Code and all other applicable law. District will be responsible for conducting criminal background screening and maintaining appropriate records of its employees, which will be subject to review by the City; and for requiring an identical provision for any third-party provider of services under this Agreement.

19.10 The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

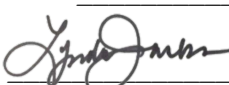
19.11 The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.




19.12 District shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, District shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. District shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any District employee who is not legally eligible to perform such services. City, upon written notice to District, shall have the right to immediately terminate this Agreement for violations of this provision by District.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement in multiples in Fort Worth, Tarrant County, Texas, to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Executed effective as of the date signed by the Assistant City Manager below.] /  
 [ACCEPTED AND AGREED:]

<p><b>City:</b> _____</p> <p>By: _____</p> <p>Name: Fernando Costa</p> <p>Title: Assistant City Manager</p> <p>Date: _____</p>	<p><b>District:</b></p> <p>By: _____</p> <p>Name: Dr. Angélica M. Ramsey</p> <p>Title: Superintendent</p> <p>Date: _____</p> <p> 11.11.2022</p> <p>Legal Services</p> <p>_____</p> <p>Board Services</p>
--	---

 11/7/2022  
 11.11.2022  
  
 11-11-2022

**CITY OF FORT WORTH INTERNAL ROUTING PROCESS:**

<p><b>Approval Recommended:</b></p> <p>By: _____</p> <p>Name: Robert A. Alldredge Jr.</p> <p>Title: Executive Assistant Chief of Police</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b></p> <p><b>M&amp;C:</b> _____</p>	<p><b>Contract Compliance Manager:</b></p> <p>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____</p> <p>Name: Sarah Shannon</p> <p>Title: Supplemental Funding Manager</p> <p><b>City Secretary:</b></p> <p>By: _____</p> <p>Name: Jannette S. Goodall</p> <p>Title: City Secretary</p>
--	--

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

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

**BACKGROUND:**

This Memorandum of Understanding (MOU) explains the collaboration between Fort Worth Independent School District and Texas Tech University. The request to define the Texas Tech University and signee as it relates to establishing a partnership between the University and the District to focus on the improvement of educator preparation. The District will provide quality mentor teachers to support and mentor clinical teachers in their year-long residency program. The District will also allow the university site coordinator to come to campus and evaluate the progress of the clinical teacher throughout their placement.

This MOU outlines the commitments of the District and Texas Tech University to create paid, year-long teacher candidate residencies through the implementation of a strategic staffing design that includes the reallocation of existing budgets to meet the quality staffing needs of the District. The MOU provides a brief background on US PREP's Strategic Staffing initiative and the terms of the MOU. This MOU commences as of the date of execution until June 30, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

No Cost

Not Applicable



**COST:**

No Cost

**VENDOR:**

Texas Tech University

**PURCHASING MECHANISM:**

**Memorandum of Understanding**

***Purchasing Support Documents Needed:***

*Not Applicable*

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

Teacher Residents and Pipeline Department  
Campuses with Teacher Residents

**RATIONALE:**

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program.

**INFORMATION SOURCE:**

Raúl Peña



## **Memorandum of Understanding Between Texas Tech University and the Fort Worth Independent School District for Participation in Strategic Staffing with Residents**

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

This MOU outlines the commitments of the District and TTU to create paid, yearlong teacher candidate residencies through the implementation of a strategic staffing design that includes the reallocation of existing budgets to meet the quality staffing needs of the District. The document provides a brief background on US PREP’s Strategic Staffing initiative and the terms of this MOU.

### **1. Project Overview: Primary Outcomes and Results to be Achieved**

This project will establish sustainably paid, year-long teacher residencies. TTU residents (“Residents”) will receive compensation from sustainable District budget sources. With external funding, TTU will provide the District with technical assistance to establish strategic staffing models with Residents in co-identified schools. TTU will work closely with District to set shared goals for District paid Resident placements in mutually beneficial staffing model positions. Success will be measured through: (1) the placement of paid Residents; (2) the rate at which Residents are hired to teach in the District following their residency year; (3) the rate at which Residents are retained in the District over time; (4) the increase in racially diverse candidates; and (5) Resident graduates’ effectiveness as teachers of record as measured by their impact on student achievement and principal evaluations.

Through a shared governance structure, TTU will support the District to develop internal capacity to continue the strategic staffing models without the support of TTU beyond the MOU period. This project is therefore a one-time investment to establish a long-term and sustainable structure for strategic staffing with residents.

### **2. Scope of Work to be Provided by TTU**

TTU will provide technical assistance to the District *over two (2) years* beginning upon the Effective Date to accomplish the following objectives:

- 2.1 Residents will fulfill the instructional needs of schools and impact PK-12 students who have been historically underserved.
- 2.2 Increase access to residency pathways to build and sustain a strong teacher pipeline.
- 2.3 Recruit, prepare, and retain a more racially diverse teacher candidate pipeline.
- 2.4 Intentionally plan for and scaffold the development of Residents to ensure teacher

effectiveness.

2.5 Select, develop, and incentivize highly effective cooperating teachers.

2.6 Reallocate existing budgets and roles to sustainably fund paid residents and cooperating teachers.

### **3. Establishing a Shared Vision**

Through shared governance structures, TTU leads districts, schools, and educator preparation programs through a series of design sessions to accomplish the following objectives:

3.1 Identify a District and TTU design team that will meet bi-weekly (one-hour sessions) and three (3) times in person over the course of eight (8) months.

○ Recommended District design team members:

- Superintendent (initially)
- Human Resources Director
- Chief Academic Officer
- Curriculum & Instruction Director
- Equity Chief
- Chief Finance Officer
- Assessment/Data Specialist
- Campus-Level Leadership (as necessary for input and feedback)

○ Recommended TTU design team members:

- Dean (initially)
- Associate Dean
- Teacher Preparation Department Chair or Associate Chair
- Partnership Coordinator/Clinical Experience

3.2 Review the residency goals that were collaboratively developed.

3.3 Co-develop a communication strategy to communicate a shared vision for the residency by designing a communication plan to share with school principals and District personnel.

3.4 Co-develop school selection criteria and select schools that support the partners in meeting their annual goals and vision.

3.5 Co-develop parameters grounded in the strategic staffing objectives for residency models and salaries that meet the agreed-upon criteria.

3.6 Co-develop a timeline for the recruitment, selection, and placement process of Residents and cooperating teachers including: (1) Resident and cooperating teacher job descriptions; (2) initial screenings and criteria; (3) resident and cooperating teacher applications; (4) selection protocols; and (5) Resident placement and hiring processes.

3.7 Co-develop Resident schedules to maximize co-teaching, Resident development, and any additional campus-based responsibilities (e.g. tutoring, substitute teaching, paraprofessional duties, etc.)

### **4. Training, Implementation & Sustainability**

#### *4.1 Training:*

4.1.1 In the summer, TTU will provide two (2) days of role-specific summer training sessions to cooperating teachers and Residents to build the coaching and co-

teaching capacity of cooperating teachers and Residents. Session topics will include, but are not limited to:

- Responsibilities & Roles;
- High-impact coaching techniques for *cooperating teachers*;
- Setting instructional goals & documenting feedback and growth;
- Co-teaching approaches & Scheduling;
- Preparing for Conflict: Crucial Conversations; and
- Culturally informed teaching practices.

4.1.2 Over the course of the school year, TTU and District-based development staff will provide four (4) data-informed training sessions to teacher leader cooperating teachers.

#### *4.2 Implementation & Sustainability:*

4.2.1 TTU will conduct routine site visits to schools to monitor implementation, conduct interviews, and collect data about implementation. The District will receive data in December and in May on the strengths and potential strategies to improve the success of the teacher leader roles and models being implemented. Data will be discussed and used for improved decision-making during shared governance partnership meetings.

4.2.2 During the two (2) years of design and implementation TTU will work with the District design leads to build their capacity to lead strategic staffing initiatives during shared governance meetings. The District will have access to the Strategic Staffing toolkit where design and training resources will be housed.

## **5. Network Professional Learning**

### *5.1 Strategic Staffing Networking*

5.1.1 TTU will host two (2) *Strategic Staffing with Residents* retreats per year. TTU will fund certain District personnel to attend the conferences. Participants will have the opportunity to learn from districts and partners, share successes, and engage in problems of practice together.

### *5.2 Strategic Staffing Evaluation*

5.2.1 TTU is working with the Education Policy Initiative at Carolina (EPIC) to evaluate the success of Strategic Staffing Models with Residents (see [Strategic Staffing Objectives & Measures](#), including the data reporting fields that will be required as a part of the technical assistance from TTU. All data will be leveraged for the purposes of continuous improvement).

## **6. District and EPP Commitments (See Appendix A)**

6.1 By signing this MOU, District commits to engaging in the above technical assistance from TTU that adheres to six (6) Strategic Staffing objectives:

- 6.1.1 Residents will fulfill the instructional needs of schools and impact PK-12 students who have been historically underserved.
- 6.1.2 Increase access to residency pathways to build and sustain a strong teacher pipeline.
- 6.1.3 Recruit, prepare, and retain a more racially diverse teacher candidate pipeline.
- 6.1.4 Intentionally plan for and scaffold the development of Residents to ensure teacher

effectiveness.

- 6.1.5 Select, develop, and incentivize highly effective cooperating teachers.
- 6.1.6 Reallocate existing budgets and roles to sustainably fund paid Residents and cooperating teachers.
- 6.2 District will select schools in partnership with TTU to align with the availability of teacher-candidate Resident placements and pursue Resident placement goals that are jointly established between District and TTU.
- 6.3 District and TTU will each assign a point person to serve as the Strategic Staffing design leader. These individuals will have enough time and authority to oversee the work and will be accountable for helping to operationalize the objectives. The total estimated time required to participate in design sessions and progress check-in calls is approximately 45 hours/person for the duration of the design year (October-May, 9 months).
- 6.4 District will give schools flexibility to reallocate units and funds within existing budgets to pay for their Strategic Staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
- 6.5 District and TTU design team will review and approve the staffing model designed by each participating school and monitor each school's implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
- 6.6 District will collaborate with TTU to gather data needed to monitor the initiative's success (see Strategic Staffing Objectives & Measures). Data will be shared back to provide all stakeholders insights into both the implementation of strategic staffing and the residency as it relates to the goals of the educator preparation program, district, and school(s). For the District this includes student, teacher, and school-level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups. For TTU, this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups. The Parties agree that any data provide by District to TTU will be governed by the Data Sharing Agreement between the Parties, hereby incorporated as Exhibit A.

## **7. Term and Termination**

- 7.1 The MOU commences on the Effective Date and terminates two (2) years from the Effective Date unless extended by mutual written agreement or terminated as provided.
- 7.2 Either Party may terminate the MOU by giving at least ninety (90) days advance written notice.

## **8. Notices**

- 8.1 Notices, invoices, communications, and payments will be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the Party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

If to TTU and a contractual matter:

Cui Romo, J.D., CRA  
Senior Director, Office of Research Services  
Texas Tech University  
2625 Memorial Circle – Administration Building #349  
P.O. Box 41035  
Lubbock, TX 79409-1035  
806.742.3884  
[Ors.awardservices@ttu.edu](mailto:Ors.awardservices@ttu.edu)

If to TTU and a technical matter:

Sarah Beal  
Executive Director, US PREP National Center  
Texas Tech University  
MS 1071  
Lubbock, TX 79409-1071  
(806) 834-1923  
[Sarah.beal@ttu.edu](mailto:Sarah.beal@ttu.edu)

If to District:

Raul Pena  
Chief Talent Officer  
100 North University Drive  
Fort Worth, TX 76107  
817-814-2724  
[raul.pena@fwisd.org](mailto:raul.pena@fwisd.org)

With a copy to:

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

8.2 By written notice to the other, either Party may change the address to which such notices or communications are to be sent.

**9. General Provisions**

- 9.1 Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- 9.2 The failure of any party to insist on or enforce strict performance by the other Parties of any of the terms of the MOU will not be construed as a waiver or relinquishment to any extent of their right to assert or rely upon such terms or rights on any future occasion.
- 9.3 The Parties will be independent contractors. No party is authorized or empowered to act as an agent for the other for any purpose and will not enter into any contract, warranty, or representation on behalf of the other as to any matter. No Party will be bound by the acts or conduct of the other.
- 9.4 This MOU will not be assigned by any Party without the prior written consent of the Parties.
- 9.5 An agreement to change the terms of this MOU will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties.

This MOU is executed in duplicate and is effective as of the day and year first referenced.

**Fort Worth Independent School District**

**Texas Tech University**

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

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

12/6/2022 Name: \_\_\_\_\_

Name: Kellee Smith

Title: \_\_\_\_\_

Title: Senior Research Contract Specialist

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

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

**TTU US PREP Executive Director**

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

Name: Sarah Beal

Title: Executive Director

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

**Appendix A:**

**Commitments by Stakeholder**

<b>Texas Tech University</b>	<b>District</b>
Provide Residents for a year-long placement in partner schools to meet co-developed residency placement goals	Residents receive compensation from sustainable District sources that meet co-developed residency placement goals while giving schools flexibility to reallocate units and funds within existing budgets to pay for their Strategic Staffing models, including the flexibility to reallocate funds from vacancies, position trades, and Title I.
Set shared goals for District paid Resident placements in mutually beneficial staffing model positions.	Develop shared goals for district-paid resident placements in mutually beneficial staffing model positions.
Assign a point person to serve as the Strategic Staffing design leader. Estimated time commitment is 45 hours during the design year.	Develop internal capacity to sustain strategic staffing post 2 years of TTU support
District and TTU design team will review and approve the staffing model designed by each participating school and monitor each school’s implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.	Assign a point person to serve as the Strategic Staffing design leader. The estimated time commitment is 45 hours during the design year.
Actively participate in shared governance structures	District and TTU design team will review and approve the staffing model designed by each participating school and monitor each school’s implementation and redesign to facilitate continuous improvement, based on the Strategic Staffing objectives.
	Actively participate in shared governance structures



<p>Identify a District and TTU design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight (8) months.</p> <ul style="list-style-type: none"> <li>● Recommended TTU design team members: <ul style="list-style-type: none"> <li>○ Dean (initially)</li> <li>○ Associate Dean</li> <li>○ Teacher Preparation Department Chair or Associate Chair</li> <li>○ Partnership Coordinator/Clinical Experience</li> </ul> </li> </ul>	<p>Identify a District and TTU design team that will meet bi-weekly (one-hour sessions) and four in-person (3 hour sessions) over the course of eight (8) months.</p> <ul style="list-style-type: none"> <li>● Recommended District design team members: <ul style="list-style-type: none"> <li>○ Superintendent (initially)</li> <li>○ Human Resources Director</li> <li>○ Curriculum &amp; Instruction Director</li> <li>○ Innovation Chief</li> <li>○ Finance Director</li> <li>○ Assessment/Data Specialist</li> </ul> </li> </ul>
<p>Adhere to six Strategic Staffing objectives:</p> <ol style="list-style-type: none"> <li>1. Residents will fulfill instructional needs of schools and impact PK-12 students who have been historically underserved</li> <li>2. Increase access to residency pathways to build and sustain a strong teacher pipeline</li> <li>3. Recruit, prepare, and retain a more racially diverse teacher candidate pipeline</li> <li>4. Intentionally plan for and scaffold the development of residents to ensure teacher effectiveness</li> <li>5. Select, develop and incentivize highly effective cooperating teachers</li> <li>6. Reallocate existing budgets and roles to sustainably fund paid Residents and cooperating teachers</li> </ol>	<p>Adhere to six Strategic Staffing objectives:</p> <ol style="list-style-type: none"> <li>1. Residents will fulfill instructional needs of schools and impact PK-12 students who have been historically underserved</li> <li>2. Increase access to residency pathways to build and sustain a strong teacher pipeline</li> <li>3. Recruit, prepare, and retain a more racially diverse teacher candidate pipeline</li> <li>4. Intentionally plan for and scaffold the development of Residents to ensure teacher effectiveness</li> <li>5. Select, develop and incentivize highly effective cooperating teachers</li> <li>6. Reallocate existing budgets and roles to sustainably fund paid Residents and cooperating teachers</li> </ol>
<p>District and TTU will collaborate to gather data needed to monitor the initiative's success (see Strategic Staffing Objectives &amp; Measures). For TTU this includes candidate/graduate level data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>	<p>District and TTU will collaborate to gather data needed to monitor the initiative's success (see Strategic Staffing Objectives &amp; Measures). For the District this includes student, teacher, and school level data, including data for those participating in the strategic staffing intervention and data for those in comparison groups.</p>

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:        **APPROVE THRIVE NORTH TEXAS AGREEMENT FOR O.D.  
WYATT’S RESILIENCY SKILLS PROGRAM AND GROCERY STORE****

**BACKGROUND:**

O.D. Wyatt High School was awarded a THRIVE North Texas grant to increase resiliency and food security among students, families, and the greater O.D. Wyatt community. The Memorandum of Understanding (MOU) covers the terms of the grant, which provides opportunities for students to learn workforce skills in the Good Deeds Grocery Store. Grant funds will be used to purchase and install a portable building within the O.D. Wyatt footprint and to provide all necessary utilities, shelves, bins, and refrigerated storage equipment and fixtures necessary for the portable to fully function as a grocery store. The grant will fund an additional counselor position, as well as training and support so that teachers and staff are equipped to help students run the grocery store and to ensure that the resiliency program is implemented with fidelity. O.D. Wyatt students and families will receive points to shop in the grocery store for volunteering and participating in resiliency training.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement
- 3 – Enhance Family and Community Outreach

**ALTERNATIVES:**

- 1. Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store
- 2. Decline to Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Thrive North Texas Agreement for O.D. Wyatt’s Resiliency Skills Program and Grocery Store

**FUNDING SOURCE:        Additional Details**

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Health Resources

**PURCHASING MECHANISM:**

**Memorandum of Understanding**

***Purchasing Support Documents Needed:***

*Not Applicable*

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

O.D. Wyatt High School

**RATIONALE:**

Trauma and food insecurity are issues at O.D. Wyatt, a global-majority high school that serves 1,521 students in grades 9-12. At O.D. Wyatt High School, 96.4% of students are coded as economically disadvantaged. More than 60 students enrolled at O.D. Wyatt do not have permanent housing. The THRIVE grant will increase resiliency and food security among the students, families, and community.

**INFORMATION SOURCE:**

Jerry Moore

**Memorandum of Understanding  
between  
Texas Health Resources  
And**

This Memorandum of Understanding (“MOU”), indicates an agreement to assist in the implementation of a Together Harnessing Resources to give Individuals Voice and Empowerment (THRIVE) North Texas Project (“Project”) in the Texas Health Community Impact Region—Tarrant, a Community Benefit Grant to address food security and mental health for underserved individuals ages 11-15 in Fort Worth, Texas, and their families. This MOU is between Fort Worth Independent School District (“Sub-Grantee”) for the OD Wyatt High School Campus, and Texas Health Resources (“THR”).

**Texas Health Brand Use Agreement:**

This agreement requires the grantee to comply with all terms, conditions, guidelines and restrictions outlined in this agreement and includes any modifications that Texas Health may, from time to time, make to them. Brand Use Guidelines are listed in Exhibit A. The Grantee will send all advertising, collateral, advertorials, digital marketing and signage in advance for approval to a Texas Health Brand Management designee, allowing five working days for review and provide final digital copies for our records.

**Overall Project Goals, Services and Outcomes:**

The Project Goals, Services, and Outcomes, as well as the Timeline and Budget, are listed in Exhibit B.

**Payment Terms:**

Grant Amount (“Grant Funds”): \$295,000.00

Grant funds will be payable in five installments as outlined in Exhibit C and are contingent upon receipt of regular reporting requirements.

**Reporting Requirements:**

The Grantee understands that it will complete the following reporting requirements: Lead organizations will be required to report monthly to Texas Health. These reports will include the grant status, data for evaluation, media inquiries, success stories, barriers, and financial reports.

## TERMS AND CONDITIONS

1. **Restriction on Use of Grant Funds.** Grantee will use the Grant Funds exclusively as described in the MOU and supporting agreements.
2. **Collaborating Organizations.** Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restriction on the use of grant funds.
3. **Compliance with Laws.** Grantee will comply with all applicable laws and regulations applicable to any of its activities associated with this grant, including by not limited to the Health Insurance Portability & Accountability Act. Grantee will cooperate with THR in supplying additional information to THR, or in complying with any procedures which might be required by any governmental agency, in order for THR to establish that it has observed all requirements of law with respect to this Grant.
4. **Right to Audit.** Grantee agrees to (and will cause any and all Collaborating Organizations to a) maintain accurate and complete records of the expenditure of Grant Funds for a period of five (5) years from the earlier of the termination or expiration of this Agreement and agrees that THR may conduct an audit of such records at any time during usual business hours as reasonably requested in advance by THR. Grantee will ensure that THR will have the same audit rights for records of any Collaborating Organization that receives Grant Funds. THR will bear the costs associated with any such audit. THR must provide Grantee at least five (5) days' notice of any such audit prior to its being held.
5. **Default and Early Termination.**
  - a. If either party should fail to perform or be in breach of any of the terms, conditions, agreements, covenants, representations or warranties contained in the is Agreement, or anticipatorily breach this Agreement, and such default is not curable, or if such default is curable but remains uncured for a period of 30 days after written notice thereof has been given to the defaulting party, the other party, at its sole discretion, may immediately terminate this Agreement by written notice thereof to the defaulting party.
  - b. Notwithstanding the provisions of Section 5 (A), THR may terminate this Agreement immediately due to the occurrence of any one or more of the following events: (i) grantee implement Project changes without THR's prior approval; (ii) the project is not conducted in conformance with applicable laws, or if applicable, any approvals, licenses or certifications required to conduct the Project are not obtained or are suspended or revoked; (iii) Grantee commits a willful breach of this Agreement or grantee or and Collaborating Organization commits an act of gross negligence or willful misconduct in connection with the Project; (iv) THR has a reasonable good faith basis to believe that Grantee or any of its or its Collaborating Organization's key employees, directors, officers, or agents has committed fraud or any other financial or administrative impropriety; or (v)

grantee or any Collaborating Organization is debarred from the receipt of federal or state funding.

c. In the event of an early termination due to breach by grantee under Section 5(A) or an occurrence under Section 5(B), THR will have no further obligation to provide funding hereunder, and grantee immediately will (i) provide THR with the Final Report due hereunder, which will included all required information available as of the termination date; (ii) reimburse THR for the full amount of grant Funds (including any accrued interest) that have been expended in connection with and subsequent to the breach or any of the above occurrences, and (iii) immediately refund all unspent Grant Funds (including any accrued interest) as of the termination date.

d. Notwithstanding the provisions of Sections 5(A), 5(B), and 5(C), THR may terminate the Agreement immediately and receive full reimbursement of the latest disbursement of Grant Funds plus any additional unspent grant Funds (including any accrued interest) in the event THR does not receive a Reporting Requirement when due and/ or such Reporting Requirement does not contain all the required information and/or sufficient progress has not been made with respect to the project as determined by THR in its sole discretion.

e. The provisions of this Section 5 will not preclude THR from seeking any other remedies that may be available under this Agreement and applicable law.

6. **INDEMNITY.** AS BETWEEN THE PARTIES, GRANTEE ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY LIABILITIES THAT MAY ARISE IN CONNECTION WITH THE PROJECT, TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE LAWS THAT GOVERN GRANTEE AND WITHOUT WAIVER OF ANY IMMUNITY OR DEFENSE.

*Note: The District is prohibited from indemnifying or holding another entity harmless under Article III Section 52 of the Texas Constitution.*

7. **Insurance.** Grantee agrees to maintain and will cause any collaborating organizations to maintain the following insurance during the term of this agreement:

a) commercial general liability insurance with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.000 in aggregate, which covers liability for bodily injury, property damage, death and advertising injury (including reasonable attorneys' fees).

b) workers' compensation insurance in the amount required by law of the state(s) in which workers are located and employer's liability insurance with limits of not less than \$1,000,000.00;

c) to the extent medical services are provided, medical malpractice coverage with combined limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate;

d) to the extent any transportation services are provided, \$1,000,000.00 combine single limit of automobile liability; and

8. **Dispute Resolution.** In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve dispute through nonbinding mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party. The dispute will be submitted to medication in Texas. Costs of mediation will be borne equally by the parties.

9. **Non-endorsement.** It is expressly agreed and understood by the parties that the Grant does not constitute an endorsement by THR of any entity, organization, company or individual, nor the products, actions, behavior, or conduct of any entity, organization, company or individual, and any negligent or intentional misrepresentation by Grantee or any Collaborating Organization to the contrary, in any context and in any forum, will constitute a material breach of this Agreement, and the same will be grounds for immediate termination of this Agreement by THR. In the event of any such misrepresentation, THR may require Grantee or any pertinent Collaborating Organization to publicly acknowledge the misrepresentation in a like forum in which the misrepresentation was made. It is agreed that in the event of a breach of this provision, damages may not be an adequate remedy, and THR will be entitled to whatever other remedies are available under applicable law.

10. **Relationship of Parties; No Guarantee of Additional Support.** The nature of this Agreement is a funding agreement, and no employment, partnership, joint venture or agency relationship is created, implied or deemed to be created pursuant to this Agreement. Grantee accepts the Grant Funds with the understanding that THR is not obligated to provide Grantee or any Collaborating Organization any additional financial support, or other support, in connection with the Grant, the Agreement or the Project or for any other reason.

11. **Entire Agreement; Amendment; Severability; No Waiver.** This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement between the parties with respect to the Grant. This Agreement may not be modified, altered, amended or revoked except in writing, duly executed by each of the parties. The provisions of this Agreement are severable so that if any provision is found to be invalid or illegal, that finding will not affect the validity or enforceability of the remaining provisions. Failure of either party to enforce its rights under this Agreement will not constitute a waiver of such rights.

12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to any conflicts of law principles. Any dispute arising out of or in connection with this Agreement that is not resolved under Section 8 will be filed and heard in state or federal courts of Tarrant County, Texas.

**13. Assignment.** This Agreement is entered into by THR in reliance upon the qualifications of Grantee. Grantee may not assign or transfer this Agreement, directly or indirectly, by operation of law, change of control or otherwise, without THR's prior written consent.

**14. Notices.** Any notice will be in writing and personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party).

To THR:                      Texas Health Resources  
   612 E. Lamar Blvd.  
   Arlington, TX 76011  
   Attn: General Counsel

To Grantee:

**15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

**TEXAS HEALTH RESOURCES**

Authorized by: *Catherine Oliveros, Vice President Community Health Improvement*

Electronically signed: 11/7/2022

**Grantee:**

Authorized by:

Electronically signed:

  
12/5/22

---

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



## EXHIBIT A

### Texas Health Brand Use Agreement

This brand use agreement requires the community-based organization to comply with all terms, conditions, guidelines, and restrictions outlined in this agreement and includes any modifications that Texas Health may, from time to time, make to them. Brand use refers to use of the Texas Health name, mark, logo, graphic identity, tagline(s), images and positioning statements.

#### Brand Use Guidelines

Key items included within the scope of the Texas Health brand use include but are not limited to:

- **The Grantee will send all advertising, collateral, advertorials, digital marketing and signage in advance for approval to a Texas Health Brand Management designee, allowing five working days for review and provide final digital copies for our records.**
- The Grantee will adhere to all brand standards, inclusive of graphic, advertising, digital, photography and signage standards.
- The community-based organization will follow internal and external signage standards to present a consistent image across all markets.
- The Grantee will direct any logo creation requests to Brand Experience for assistance and logos using the Texas Health mark are not be created by any other source. Logos are developed by Texas Health Brand Management department and housed in a master database that the joint venture partner can access.
- Texas Health prohibits ability for the Grantee to co-brand or use brand/mark to endorse or promote third party products and services without approval.
- The Grantee will notify Brand Experience of any issue of a critical nature that might generate adverse publicity and coordinate with a designee on the approach to managing the issue.
- Texas Health may, at any time, in its sole discretion and without liability, withdraw its approval of any proposed or actual use of the Texas Health brand.

## **EXHIBIT C--Spring Implementation Reporting and Payments Schedule**

### **Reporting Schedule**

Quarterly TouchBases with Program Manager to discuss achievements towards goals/metrics, partner activities, challenges, and successes.

Each year would have TouchBases due as follows:

- Apr 14, 2023
- Jun 15, 2023
- Jan 15, 2024
- Jun 15, 2024
- Jan 15, 2025

### **Payment schedule**

Year 1: \$239,500 to be paid in 2 installments

- Installment 1 to be paid upon execution of MOU (\$137,500.00)
  - 1/2 year salary for counselor
  - 1/2 year food
  - 1/2 year training expenses
  - store building, equipment, and fixtures,
- Installment 2 to be paid upon achievement of Year 1 Semester 1 metrics (\$102,000)
  - 1/2 year salary-counselor
  - 1/2 year food
  - 1/2 year training expenses
  - Total consulting fees
  - Total Y1 indirect cost

Year 2 \$55,500 to be paid in 3 installments

- Installment 1 to be paid upon achievement of Year 1 Semester 2 metrics (\$26,500)
  - 1/2 year salary for counselor
  - 1/2 year food
  - 1/2 year training expenses
- Installment 2 to be paid upon achievement of Year 2 Semester 1 metrics (\$26,500)
  - 1/2 year salary for counselor
  - 1/2 year food
  - 1/2 year training expenses
- Installment 3 to be paid upon achievement of Year 2 Semester 2 metrics (\$2,500)
  - Total Indirect Costs

All grants are managed through the Texas Health Community Impact Grants Lifecycle Management System, also known as the THCI Grants e-Portal. You will use this e-Portal from the application stage through the final report. Your assigned program manager will be able to provide you technical assistance with the e-Portal.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**        **APPROVE RESOLUTION TO APPROVE EXAMINATIONS FOR ACCELERATION OR TO EARN CREDIT**

**BACKGROUND:**

The Texas Education Code allows school districts to use Credit-by-Exams (CBEs) as assessments for acceleration for elementary students and as assessments for credit retrieval or acceleration for secondary students. In 2019, the Fort Worth ISD Board of Education (Board) approved the use of CBEs developed by the University of Texas at Austin and Texas Tech University.

Administration is now requesting that the Board approve the use of CBEs developed by Avant Assessments to award credit in languages other than English. With more than 49 languages represented in the District, it is important to offer a proficiency test that allows students to earn high school credit in their native language.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Resolution to Approve Examinations for Acceleration or to Earn Credit
2. Decline to Approve Resolution to Approve Examinations for Acceleration or to Earn Credit
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Resolution to Approve Examinations for Acceleration or to Earn Credit

**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:**

All Schools

**RATIONALE:**

Adoption of the resolution will ensure that all students have the resources to accelerate or retrieve credit, as applicable.

**INFORMATION SOURCE:**

Marcey Sorensen

## **Resolution of Board Approving Examinations for Acceleration or to Earn Credit**

WHEREAS, Education Code 28.023 provides that a board of trustees must approve for each subject, to the extent available, at least four examinations that meet guidelines developed by the State Board of Education (SBOE) to be used for purposes of acceleration in an elementary grade level and to earn credit in a secondary school academic subject;

WHEREAS, Education Code 28.023 requires that the board-approved examinations include Advanced Placement (AP) examinations developed by the College Board and examinations administered through the College-Level Examination Program (CLEP); and

WHEREAS, 19 Administrative Code 74.24 (SBOE rules) further provides that the board may approve for each high school course examinations developed by Texas Tech University, the University of Texas at Austin, the District, or any other entity;

NOW, THEREFORE, BE IT RESOLVED that for each subject area in the elementary grade levels and for each secondary subject, the Board of Fort Worth Independent School District approves the following examinations:

- For all elementary grade-level subjects, examinations that meet the requirements of 19 Administrative Code 74.24 and are developed by the following:
  - The University of Texas at Austin;
  - Texas Tech University; and

---

In approving examinations from the University of Texas at Austin or Texas Tech University, the Board has determined that the university's certification and audit demonstrates that the examinations accurately and appropriately assess a student's knowledge and skills of the TEKS for the relevant grade level.

- 
- For high school credit courses for which an end-of-course (EOC) assessment is required, examinations that meet the requirements of 19 Administrative Code 74.24, including:
    - Applicable AP examinations;
    - Applicable CLEP examinations; and

- 
- For all other high school credit courses, examinations that meet the requirements of 19 Administrative Code 74.24 and are developed by the following:
    - The University of Texas at Austin;

- Texas Tech University;
- Avant STAMP Assessments
- AP examinations; and
- CLEP examinations.

The authority granted by this resolution is effective until the Board revokes such authority by further action.

Adopted this \_\_\_\_\_ (*date*) day of \_\_\_\_\_ (*month*), \_\_\_\_\_ (*year*), by the Board of Trustees.

Presiding officer's signature: \_\_\_\_\_

Secretary's signature: \_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC: CONSIDER AND APPROVE AN ORDER AUTHORIZING THE ISSUANCE OF “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2023” IN AN AMOUNT NOT-TO-EXCEED \$300 MILLION; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; INCLUDING DELEGATING CERTAIN MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AUTHORIZED DISTRICT OFFICIALS WITHIN SPECIFIED PARAMETERS**

**BACKGROUND:**

On November 2, 2021, the voters of Fort Worth ISD approved the issuance of \$1,211,000,000 (the “2021 Authorization Amount”) in school bonds for the construction, renovation, acquisition, and equipment of school buildings in the district and the purchase of the necessary sites and provide for the levying and imposition of taxes sufficient to pay the principal of and interest on the bonds. On July 26, 2022, the Board of Trustees approved a parameters order to allow the administration to issue the first issuance under the \$1.2B authorization. This first issuance in the amount of \$150,000,000, closed in September 2022.

This proposed issuance is the second issuance under the authority of the 2021 Authorization Amount. The District utilizes a cash flow forecast to ensure that there is funding available for the ongoing construction of voter authorized projects. Although the Administration has projected that the first \$150M will be utilized by the end of July 2023, and funds may not be needed until this time, the Administration believes it is in the best interest of the District to move forward with a \$300M issuance at this time due to the recent reports regarding the Texas Permanent School Fund (PSF) reaching its bonding capacity. Bond elections in November may use up all available bonding capacity before July 2023, when the District would need more funds for its projects.

For background, through the Bond Guarantee Program, the PSF is pledged to guarantee bonds issued by Texas school districts thus enhancing their credit rating. This program is designed for school districts with credit ratings lower than AAA. Bonds issued under the Bond Guarantee Program are rated AAA, thus allowing participating school districts to borrow at a lower cost. Currently the District’s bond rating is strong; a Aa1 rating has been assigned by Moody’s. This is a strong rating and just below the AAA rating provided by the PSF. There is typically a 10 to 15 bps interest rate advantage by using the PSF AAA rating on bond sales.

In order to take advantage of the PSF AAA rating, the District recommends that the next tranche of \$300M in bonds from the 2021 Authorization Amount be sold within the next six months. The District has submitted a PSF application on October 31, 2022, and has 180 days from this date to

issue the bonds. Such an issuance is accomplished by the adoption of an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023”; levying a continuing direct annual ad valorem tax for the payment of such bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such bonds, including establishing procedures and delegating matters to authorized district officials. Current projections indicate that this bond issuance can be accomplished with no increase to the District’s Interest and Sinking Fund tax rate.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023” in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters
2. Decline to Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023” in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023” in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters

**FUNDING SOURCE:**

**Additional Details**

Debt Service Fund

Repayment of bond principal and interest is accomplished through the District Interest and Sinking Fund Tax Rate which is not expected to increase as a result of this transaction.



**COST:**

Estimated Transaction Costs such as Underwriters' Discount, Bond Counsel, Disclosure Counsel, Financial Advisors, and other transaction costs to be financed and are expected to be no more than 2% of the principal amount issued.

**VENDOR:**

**Not Applicable**

**PURCHASING MECHANISM:**

*Not a Purchase*

***Purchasing Support Documents Needed:***

*Not a Purchase*

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

Division of Business and Finance

**RATIONALE:**

Issuance of Bonds is authorized pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 2, 2021. That election was approved by a majority of the participating voters of the Fort Worth Independent School District. The issuance of bonds is needed to provide funding for the projects approved by the voters.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

---

**ORDER  
AUTHORIZING THE ISSUANCE OF**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS,  
SERIES 2023**

**Adopted: December 13, 2022**

## TABLE OF CONTENTS

	Page
SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date .....	1
SECTION 2. Fully Registered Obligations - Terms .....	2
SECTION 3. Delegation of Authority to Pricing Officer. ....	2
SECTION 4. Terms of Payment-Paying Agent/Registrar .....	3
SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds .....	4
SECTION 6. Book-Entry-Only Transfers and Transactions .....	5
SECTION 7. Execution - Registration.....	5
SECTION 8. Initial Bond .....	6
SECTION 9. Forms .....	6
SECTION 10. Levy of Taxes.....	7
SECTION 11. Mutilated-Destroyed-Lost and Stolen Bonds.....	8
SECTION 12. Satisfaction of Obligation of District .....	8
SECTION 13. Order a Contract - Amendments - Outstanding Bonds .....	10
SECTION 14. Covenants to Maintain Tax-Exempt Status. ....	10
SECTION 15. Sale of Bonds - Official Statement .....	14
SECTION 16. Control and Custody of Bonds.....	15
SECTION 17. Proceeds of Sale .....	15
SECTION 18. Notices to Holders-Waiver.....	16
SECTION 19. Cancellation .....	16
SECTION 20. Bond Counsel Opinion.....	16
SECTION 21. CUSIP Numbers.....	17
SECTION 22. Further Procedures .....	17
SECTION 23. Benefits of Order.....	17
SECTION 24. Inconsistent Provisions .....	17
SECTION 25. Governing Law .....	17
SECTION 26. Effect of Headings .....	17
SECTION 27. Construction of Terms .....	17
SECTION 28. Severability .....	18
SECTION 29. Incorporation of Findings and Determinations .....	18
SECTION 30. Permanent School Fund Guarantee.....	18
SECTION 31. Bond Insurance .....	19
SECTION 32. Credit Enhancement.....	19
SECTION 33. Continuing Disclosure Undertaking.....	19
SECTION 34. Public Meeting .....	23
SECTION 35. Effective Date .....	23
EXHIBIT A FORM OF PAYING AGENT/REGISTRAR AGREEMENT.....	A-1
EXHIBIT B FORM OF BONDS .....	B-1

AN ORDER authorizing the issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023” in an amount not to exceed \$300 million; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto; including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters

WHEREAS, the Board of Education Trustees (the “Board”) of the Fort Worth Independent School District (the “District”) hereby finds and determines that unlimited tax bonds approved and authorized to be issued at an election held on November 2, 2021 (the “Election”) should be authorized to be issued at this time; a summary of the bonds authorized at such election, the principal amount authorized, amount heretofore issued, amount being issued pursuant to this order and any amount remaining to be issued will be set forth in the Pricing Certificate (hereinafter referenced); and

WHEREAS, the Board hereby reserves and retains the right to issue the balance of any unissued bonds approved at the Election in one or more installments when, in the judgment of the Board, funds are needed to accomplish the purposes for which such bonds were authorized; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued, to negotiate the terms of sale thereof and to determine any other details relating to the issuance, sale, delivery and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to authorize the issuance of the bonds, with the terms of such bonds to be included in one or more pricing certificates (each, a “Pricing Certificate”) to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1371, Texas Government Code, as amended; now, therefore:

BE IT ORDERED BY THE BOARD OF EDUCATION TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2023” and/or any additional or different designation as specified in the Pricing Certificate (herein referred to as the “Bonds”) for the (i) construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor, and (ii) payment of the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the applicable Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R-” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the applicable Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

SECTION 3. Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371 of the Texas Government Code, as amended, the Superintendent of Schools or the Chief Financial Officer of the District, each acting individually (either, the “Pricing Officer”), is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Order, including, determining the aggregate original principal amount of each series of the Bonds to be issued, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption or defeasance provisions, the designation of a Paying Agent/Registrar, satisfying the requirements of Texas Government Code, Chapter 1371, as amended, and all other matters relating to the issuance, sale, and delivery of each series of Bonds, including any modification of the Rule 15c2-12 continuing disclosure undertaking contained in Section 33 hereof, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of all Bonds issued hereunder shall not exceed \$300,000,000;

(ii) the maximum true interest cost of each series of Bonds shall not exceed 6%;  
and

(iii) the maximum maturity date for each series of Bonds issued hereunder shall not exceed August 15, 2053.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of each series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which such series of Bonds are

authorized and to pay costs of issuing such series of Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 365 days of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4. Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In each Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the applicable series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of each series of Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the applicable series of Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the applicable series of Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized

to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying

Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Bonds,” evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Bonds” shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold the Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry-only clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested



by any Vice President or the Secretary of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed to be duly executed on behalf of the District, notwithstanding that such individuals no longer hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit B, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Exhibit B, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

**SECTION 8. Initial Bond.** The Bonds herein authorized shall be initially issued as a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the “Initial Bond”) and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9. Forms.** (a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund, if applicable, or being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling form and terms of the applicable series of Bonds. Any portion of the text of

any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10. Levy of Taxes. To provide for the payment of each series of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on each series of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of each series of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (as hereinafter defined); full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL SERIES 2023 UNLIMITED TAX SCHOOL BUILDING BOND FUND" and/or any additional or different designation as specified in the Pricing Certificate (each, an "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the applicable series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on such series of Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with Texas Education Code, Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Texas Education Code, Chapter 46, as amended, and while such Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for such series of Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for such series of Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the applicable Interest and Sinking Fund.

The President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for each series of Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for each applicable series of Bonds.

SECTION 11. Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12. Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the applicable series of Bonds, at the times and in the manner stipulated in this Order and the Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such

times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the applicable series of Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the applicable series of Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term “Government Securities” means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance, and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds

which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds of such series for redemption; (ii) gives notice of the reservation of that right to the owners of the applicable series of Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13. Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of the applicable series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of an applicable series of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the



earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, any Vice President and the Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

SECTION 15. Sale of Bonds - Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the Pricing Certificate (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;

9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President, any Vice President or the Secretary of the Board or the Pricing Officer is authorized and directed to execute and deliver for and on behalf of the District a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of each series of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

**SECTION 16. Control and Custody of Bonds.** The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, any Vice President and the Secretary of the Board of the District, the Superintendent of Schools and the Chief Financial Officer of the District, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the District's financial advisor, Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

**SECTION 17. Proceeds of Sale.** Immediately following the delivery of each series of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, any accrued interest received from the Purchasers and capitalized interest in the amount, if any, specified in the Pricing Certificate) shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes,

such proceeds of sale may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, as amended, including guaranteed investment contracts permitted in Section 2256.015, et seq., Texas Government Code, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Board. Any accrued interest, capitalized interest received from the sale of the Bonds and any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the applicable Interest and Sinking Fund.

**SECTION 18. Notices to Holders-Waiver.** Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**SECTION 19. Cancellation.** All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

**SECTION 20. Bond Counsel Opinion.** The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished a final opinion of the District's bond counsel, Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving such series of Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for such series of Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the applicable series of Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the applicable series of Bonds. The prior engagement of such firm as Bond Counsel to the District is hereby confirmed and ratified. Additionally, the Board hereby confirms the prior engagement of West & Associates, L.L.P. as Disclosure Counsel to the District with respect to this Bond issuance.

SECTION 21. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22. Further Procedures. Any one or more of the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, or the Chief Financial Officer of the District, or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 23. Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 24. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall

be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 29. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 30. Permanent School Fund Guarantee. Each series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the applicable series of the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds are eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the applicable series of Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds of the applicable series, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds of the applicable series which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the applicable series of Bonds, (d) the date when funds for the payment of the Bonds of such series or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond of the applicable series and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 19 hereof, and such amount or amounts paid

with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the applicable series of Bonds.

(v) Written notice advising of the defeasance of the applicable series of Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the applicable series of Bonds, and such defeasance shall cause the guarantee of the applicable series of Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 31. Bond Insurance. Each series of Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of Bonds and make the determination of the provisions of any commitment therefor.

SECTION 32. Credit Enhancement. Each series of Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq.. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. To the extent specified in the Pricing Certificate, the District shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the District beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year of the District, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year of the District, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet website or filed with the SEC.

(c) Material Event Notices. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds while, but only while, the District remains an “obligated person” with respect to the applicable series of Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”



The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount of any affected series of Bonds then Outstanding consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

*[The remainder of this page left blank intentionally]*

PASSED AND ADOPTED, this December 13, 2022.

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

---

President, Board of Education

ATTEST:

---

Secretary, Board of Education

(District Seal)

**EXHIBIT A**

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**

Form of Definitive Bonds.

REGISTERED  
NO. R- \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2023

Bond Date: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP NO: \_\_\_\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The Fort Worth Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, and each \_\_\_\_\_ and \_\_\_\_\_ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the \_\_\_\_\_ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All

payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") for the construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Order adopted by the Board of Education Trustees of the District authorizing the Bonds (herein referred to as the "Order").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20____	Term Bonds Due _____ 20
<u>Redemption Date</u>	<u>Redemption Date</u>
_____, 20__	_____, 20__
<u>Principal Amount</u>	<u>Principal Amount</u>
\$ _____	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after \_\_\_\_\_, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000

or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_, 20\_\_\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that the redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented

with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.



IN WITNESS WHEREOF, the Board of Education Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

---

President, Board of Education Trustees

ATTEST:

---

Secretary, Board of Education Trustees

(SEAL)

*[The remainder of this page left blank intentionally]*

Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
OF PUBLIC ACCOUNTS (   
THE STATE OF TEXAS ( REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in \_\_\_\_\_ is the Designated Payment/Transfer Office for this Bond.

\_\_\_\_\_  
\_\_\_\_\_  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_ (Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

The Initial Bond shall be in the form set forth in the "Form of Definitive Bonds" hereof, except as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2023

Bond Date:  
\_\_\_\_\_, 20\_\_

Registered Owner:

Principal Amount:

The Fort Worth Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on \_\_\_\_\_ in the years and in principal installments in accordance with the following schedule:

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the \_\_\_\_\_ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, and each \_\_\_\_\_ and \_\_\_\_\_ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by \_\_\_\_\_ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in \_\_\_\_\_ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the \_\_\_\_\_ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

*[The remainder of this page left blank intentionally]*

November 30 , 2022



---

## Plan of Finance:

### Unlimited Tax School Building Bonds, Series 2023

ESTRADA • HINOJOSA  
INVESTMENT BANKERS 252



---

Dallas • Austin • Chicago • Houston • Los Angeles • Miami • New York • San Antonio

# Firms

---

- Financial Advisors: *Estrada Hinojosa/RBC*
- Bond Counsel: *Paul Braden, Norton Rose Fulbright*
- Disclosure Counsel: *Nicole Collier, West & Associates, LLP*
- Underwriter Team:  
*Piper Sandler & Co (Senior Manager)*  
*Cabrera Capital Markets LLC (Co-Manager)*  
*Stifel (Co-Manager)*  
*Hilltop Securities Inc (Co-Manager)*

# Bond Order Parameters

---

- Allowed under Section 1371 of Texas Government Code
- Board delegates final pricing authority to Board selected Pricing Officer
- Board establishes and approves bond sale parameters
  - Maximum Principal Amount
  - Maximum Interest Rate
  - Final Maturity Date
  - Expiration of Delegated Authority
- Pricing Officers can only approve sale if Board parameters are met

# Proposed Parameters included in Bond Order

---

- Delegated Pricing Officers: Superintendent or CFO
- Maximum Principal Amount: \$300,000,000
- Maximum True Interest Cost: 6.00%
- Final Maturity Date: 8/15/2053
- Expiration of Delegated Authority: 365 Days

Pricing Officers can only approve sale if Board parameters are met



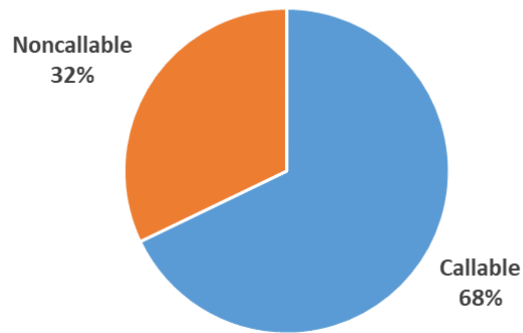
# OUTSTANDING DEBT

## Outstanding Bonds

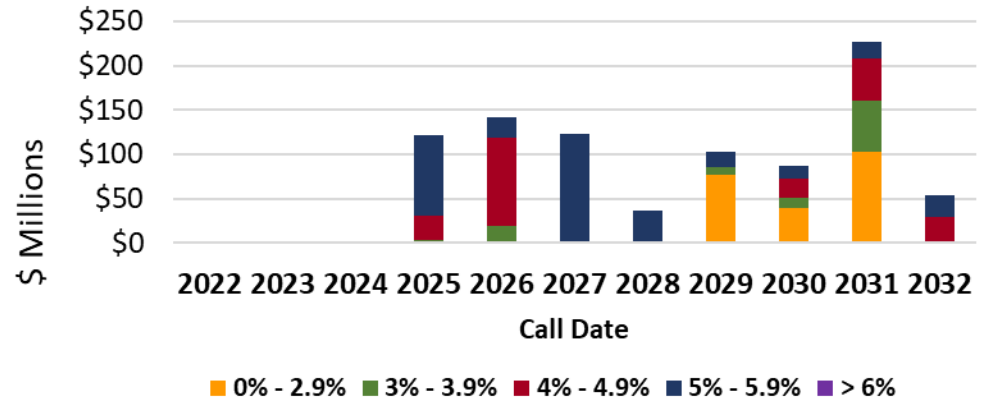
Series	Series	Tax Status	Enhancement	Call Provisions	\$ Outstanding Par for FY 2023	\$ Callable	% Callable
Unlimited Tax School Building Bonds, Series 2022	2022	Tax-Exempt	PSF	2/15/2028 & 32*	138,905,000	91,095,000	65.6%
Unlimited Tax School Building Bonds, Series 2021A	2021A	Tax-Exempt	PSF	2/15/2031	235,980,000	169,220,000	71.7%
Unlimited Tax Refunding Bonds, Taxable Series 2021B	2021B	Taxable	PSF	2/15/2031	93,745,000	57,795,000	61.7%
Unlimited Tax Refunding Bonds, Series 2020	2020	Tax-Exempt	PSF	2/15/2030	114,945,000	86,730,000	75.5%
Unlimited Tax Refunding Bonds, Series 2019B	2019B	Tax-Exempt	non-PSF	non callable	133,650,000	-	-
Unlimited Tax School Building Bonds, Series 2019A	2019A	Tax-Exempt	PSF	2/15/2029	37,855,000	102,710,000	271.3%
Unlimited Tax School Building Bonds, Series 2018	2018	Tax-Exempt	PSF	2/15/2027	145,585,000	123,530,000	84.9%
Unlimited Tax Refunding & School Building Bonds, Series 2016	2016	Tax-Exempt	PSF	2/15/2026	210,635,000	141,830,000	67.3%
Unlimited Tax Refunding & School Building Bonds, Series 2015	2015	Tax-Exempt	PSF	2/15/2025	183,570,000	122,075,000	66.5%
Unlimited Tax School Building Bonds, Series 2014	2014	Tax-Exempt	PSF	non callable	8,245,000	-	-
Unlimited Tax Qualified School Construction Bonds, Series 2010 (Tax Credit Bond)	2010Q	Tax-Exempt	non-PSF	non callable	5,840,000	-	-
Unlimited Tax Qualified School Construction Bonds, Series 2009 (Tax Credit Bond)	2009Q	Tax-Exempt	PSF	non callable	9,875,000	-	-
<b>TOTAL</b>					<b>\$ 1,318,830,000</b>	<b>\$ 894,985,000</b>	<b>67.86%</b>

\* 2047 Term bond callable in 2028

### Summary of Call Types

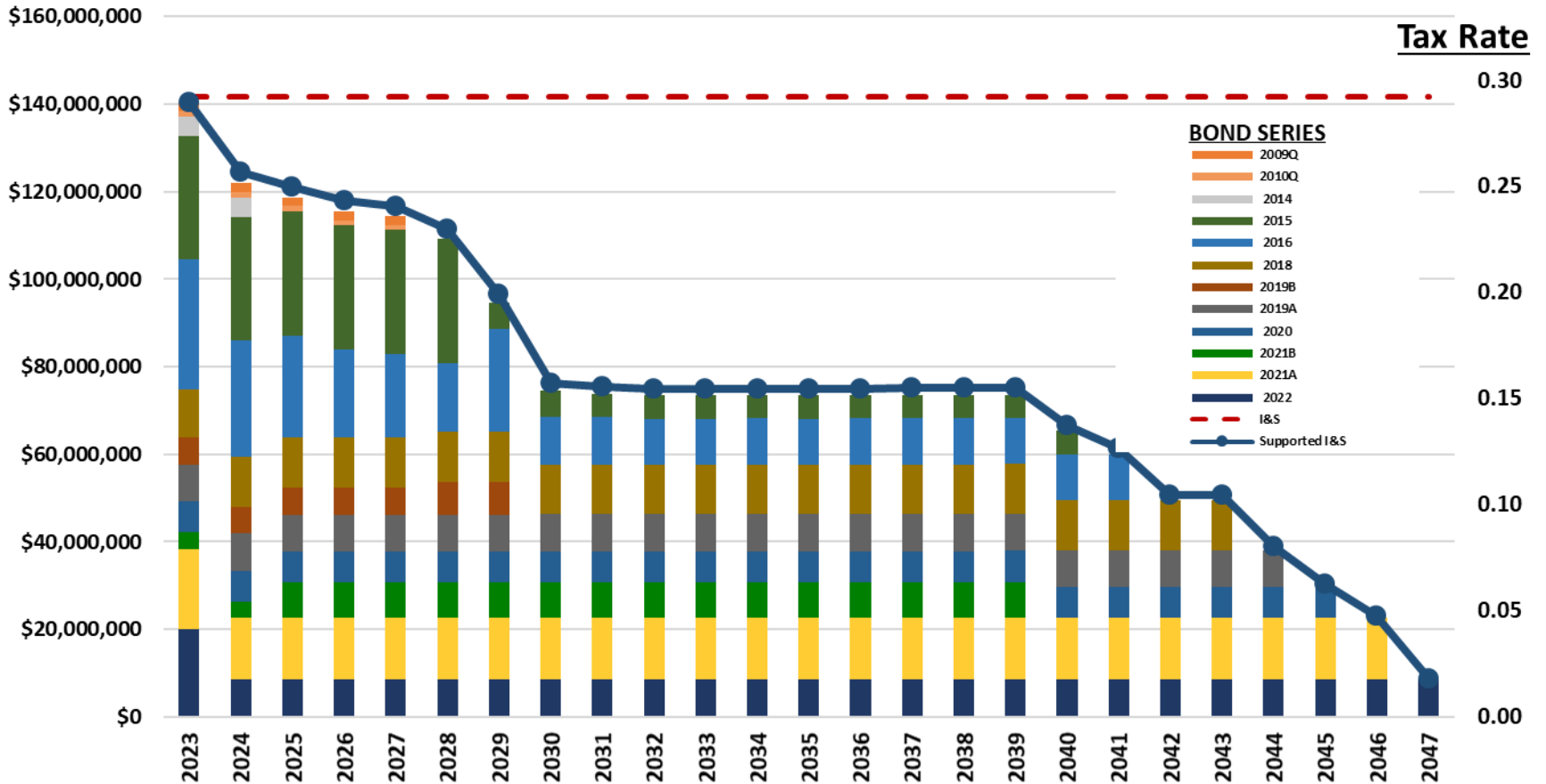


### Callable Coupon Summary



# OUTSTANDING DEBT WITH I&S IMPACT

## Outstanding Debt by Series



Tax Rate based on 2022 AV Values assuming no growth

# SUMMARY OF PROPOSED FINANCING

## Assumptions

- Issue \$300 million in authorized but unissued debt
- Maintain \$0.292 I&S tax rate
- Potential call date of 2028 & 2033

### \$300mm New Money

Pricing Date	01/31/2023
Delivery Date	02/28/2023
Project Fund	\$300,000,000
Par Amount	\$277,370,000
Term	25 Year
TIC	4.18%
Call	5/10 Year

Period Ending	Principal	Coupon	Interest	Debt Service
6/30/2024	15,000,000	5.000%	7,473,580.56	22,473,580.56
6/30/2025	6,440,000	5.000%	13,118,500.00	19,558,500.00
6/30/2026	6,760,000	5.000%	12,796,500.00	19,556,500.00
6/30/2027	1,950,000	5.000%	12,458,500.00	14,408,500.00
6/30/2028	3,500,000	5.000%	12,361,000.00	15,861,000.00
6/30/2029	7,370,000	5.000%	12,186,000.00	19,556,000.00
6/30/2030	7,740,000	5.000%	11,817,500.00	19,557,500.00
6/30/2031	8,125,000	5.000%	11,430,500.00	19,555,500.00
6/30/2032	8,535,000	5.000%	11,024,250.00	19,559,250.00
6/30/2033	8,960,000	5.000%	10,597,500.00	19,557,500.00
6/30/2034	9,405,000	5.000%	10,149,500.00	19,554,500.00
6/30/2035	9,875,000	5.000%	9,679,250.00	19,554,250.00
6/30/2036	10,370,000	5.000%	9,185,500.00	19,555,500.00
6/30/2037	10,890,000	5.000%	8,667,000.00	19,557,000.00
6/30/2038	11,435,000	5.000%	8,122,500.00	19,557,500.00
6/30/2039	12,005,000	5.000%	7,550,750.00	19,555,750.00
6/30/2040	12,605,000	5.000%	6,950,500.00	19,555,500.00
6/30/2041	13,235,000	5.000%	6,320,250.00	19,555,250.00
6/30/2042	13,900,000	5.000%	5,658,500.00	19,558,500.00
6/30/2043	14,595,000	5.000%	4,963,500.00	19,558,500.00
6/30/2044	15,325,000	5.000%	4,233,750.00	19,558,750.00
6/30/2045	16,090,000	5.000%	3,467,500.00	19,557,500.00
6/30/2046	16,895,000	5.000%	2,663,000.00	19,558,000.00
6/30/2047	17,740,000	5.000%	1,818,250.00	19,558,250.00
6/30/2048	18,625,000	5.000%	931,250.00	19,556,250.00
	277,370,000		205,624,830.56	482,994,830.56

# PRELIMINARY TIMETABLE

November 2022							Dec-2022							Jan-2023							Feb-2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	31	1	2	3	4	5					1	2	3	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30				25	26	27	28	29	30	31	29	30	31					26	27	28				

 Holiday

 Pricing Date

 Closing

Date	Action
31-Oct-22	Submit PSF application for new money
21-Nov-22	1st draft of Preliminary Official Statement ("POS") circulated to the District and Bond Counsel
21-Nov-22	Receive preliminary PSF approval
01-Dec-22	Receive comments on 1st draft of POS
<b>13-Dec-22</b>	<b>Board Meeting (Bond Order Approved)</b>
16-Dec-22	Circulate Calendar of Events and Distribution List to Financing Team
20-Dec-22	Distribute 2nd Draft of POS to Financing Team, Rating Agencies, and Underwriters
29-Dec-22	Receive comments on 2nd draft of POS
29-Dec-22	Rating agencies provide questions for rating meeting -- S&P and Moody's
29-Dec-22	Underwriters' Counsel submits Due Diligence questions to the District
06-Jan-23	District responses to rating questions submitted (optional)
<b>10-Jan-23</b>	<b>Rating Conference Call / WebEx</b>
10-Jan-23	Distribute 3rd Draft of POS to Financing Team, Rating Agencies, and Underwriters
12-Jan-23	Due diligence call with underwriters
20-Jan-23	Receive rating(s)
24-Jan-23	Final POS posted
<b>31-Jan-23</b>	<b>Targeted Bond Pricing, consult with Senior Underwriter</b>
03-Feb-23	Distribute Draft Final Official Statement ("FOS") for Comments
03-Feb-23	Submit documents to Attorney General for approval
07-Feb-23	Receive comments, finalize & distribute FOS
<b>28-Feb-23</b>	<b>Bond Closing</b>

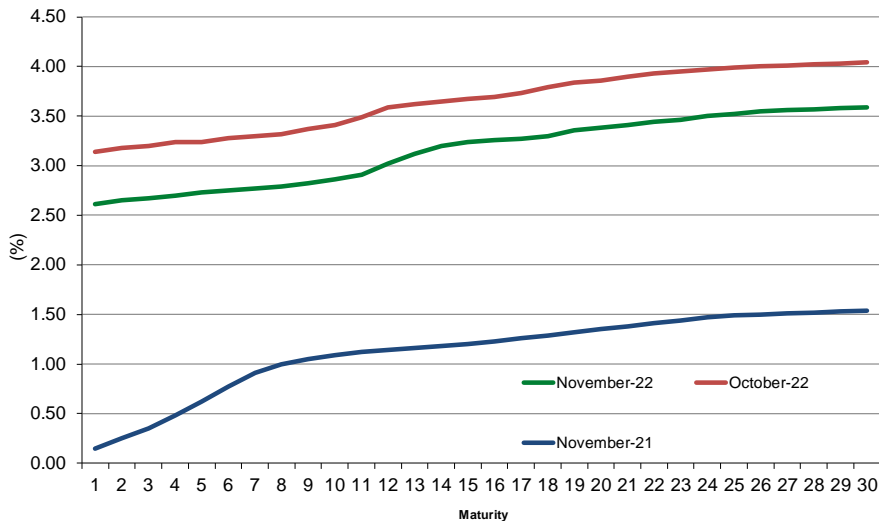
\*Preliminary, subject to change

# MARKET UPDATE

## • Commentary for the week of November 28<sup>th</sup>

- The municipal bond market remains strong with benchmark yields lower 4-13 basis points on the short to intermediate parts of the yield curve. Scarce supply in the primary market has helped support the muni bond market. Also, the rally in Treasuries is helping propel the municipal to U.S. Treasury ratios higher. Refinitiv Lipper reported \$438 million of outflows from municipal bond funds. The outflow follows last week's inflow. According to Bloomberg, redemptions and maturities in the next 30 days totals an estimated \$19.5 billion. As of last Friday, the 10-year and 30-year AAA MMD yields stood at 2.86% and 3.59%, respectively.
- U.S. equities are trading lower due to China's COVID Zero policy which investors fear will dampen global growth. U.S. Treasury yields are higher after last week's rally. Based on the FOMC minutes released last week, it appears that that most Fed officials are in favor of smaller rate hikes in the coming meetings. The minutes also demonstrated that the Fed will continue onward with the current monetary policy.
- The primary calendar is estimated to be \$3.8 billion and is comprised of \$3.1 billion in negotiated deals and \$786.2 million in competitive sales. Texas municipal issuance is estimated to be \$257.6 million this week. The Texas primary calendar is comprised of \$172.4 million in negotiated financings and \$85.2 million in competitive sales.
- Estrada Hinojosa will participate in the following deals: a \$81.0 million City of Seguin, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2022A issue and \$15.2 million City of Seguin, Texas General Obligation Refunding Bonds, Series 2022 issue, both as Senior Managing Underwriter.

Municipal Market Data Yield Curve



Year	Maturity	MMD (%) 11/25/2022	Change Over Week	Change Over Month	Change Over Year
1	2023	2.61	-0.13	-0.53	+2.46
2	2024	2.65	-0.10	-0.53	+2.40
3	2025	2.67	-0.10	-0.53	+2.32
4	2026	2.70	-0.10	-0.54	+2.22
5	2027	2.73	-0.08	-0.51	+2.11
6	2028	2.75	-0.07	-0.53	+1.98
7	2029	2.77	-0.07	-0.53	+1.86
8	2030	2.79	-0.07	-0.53	+1.79
9	2031	2.82	-0.05	-0.55	+1.77
10	2032	2.86	-0.05	-0.55	+1.77
11	2033	2.91	-0.05	-0.58	+1.79
12	2034	3.02	-0.04	-0.57	+1.88
13	2035	3.12	-0.04	-0.50	+1.96
14	2036	3.20	0.00	-0.45	+2.02
15	2037	3.24	0.00	-0.43	+2.04
16	2038	3.26	0.00	-0.43	+2.03
17	2039	3.27	0.00	-0.46	+2.01
18	2040	3.30	0.00	-0.49	+2.01
19	2041	3.36	0.00	-0.48	+2.04
20	2042	3.38	0.00	-0.48	+2.03
21	2043	3.41	0.00	-0.49	+2.03
22	2044	3.44	0.00	-0.49	+2.03
23	2045	3.46	0.00	-0.49	+2.02
24	2046	3.50	0.00	-0.47	+2.03
25	2047	3.52	0.00	-0.47	+2.03
26	2048	3.55	0.00	-0.45	+2.05
27	2049	3.56	0.00	-0.45	+2.05
28	2050	3.57	0.00	-0.45	+2.05
29	2051	3.58	0.00	-0.45	+2.05
30	2052	3.59	0.00	-0.45	+2.05

260

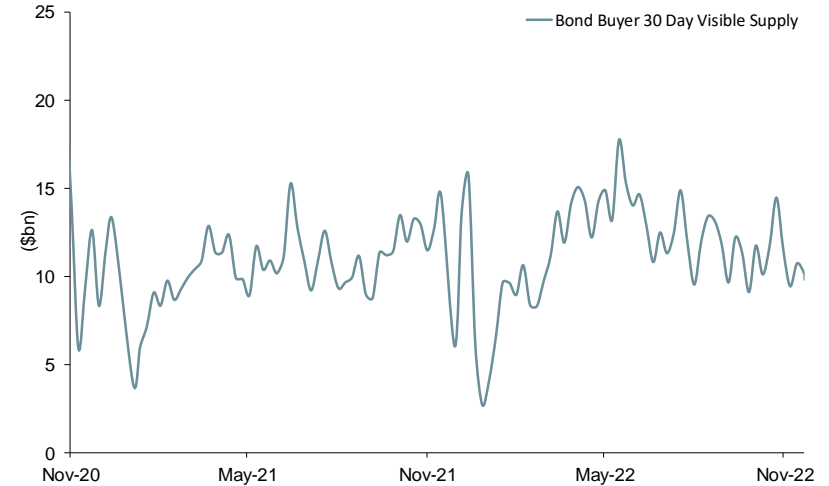
Source: \* Bond Buyer

# MARKET SUPPLY

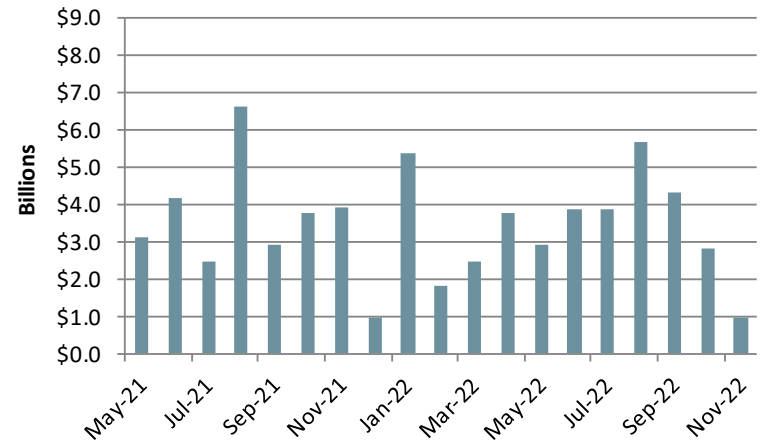
Calendar Week of November 28<sup>th</sup>

Issue Description	Par Amount (\$000)	Ratings*			
		Moody's	S&P	Fitch	Insurance
City of Seguin, TX - Combination Tax & Limited Pledge Rev C/O, Ser. 2022A	\$ 96,285	NR	AA	NR	-
Arlington Higher Education Finance Corp, TX - Education Rev Bds, Ser. 2022	\$ 46,210	NR	AAA	NR	-
Clear Creek Independent School District, TX - U/L Tax Sch Bldg Bds, Ser. 2022A	\$ 30,000	Aaa	NR	NR	PSF
Texas Top 3 Total Negotiated Supply	\$ 172,495				
<b>Texas Total Negotiated Weekly Supply</b>	<b>\$ 172,495</b>				

Bond Buyer 30-Day Visible Supply\*\*



Texas Monthly Negotiated Issuance \*\*\*



Total Texas	2022	2021	2020
Negotiated Issuance YTD (000s)	\$ 37,639,371	\$ 41,161,462	\$ 48,772,418

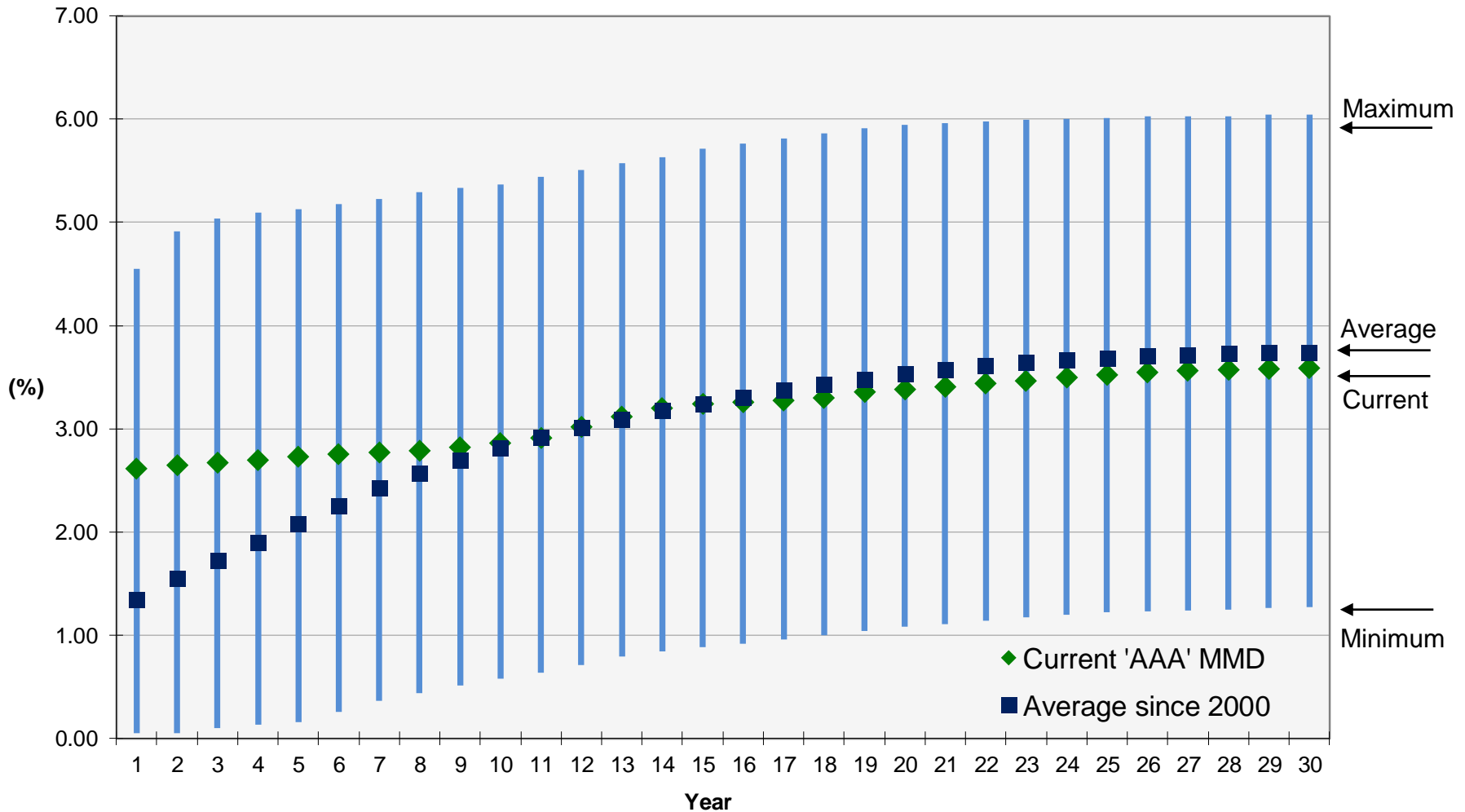
261

\*Rating reflects underlying or insured rating, as appropriate

\*\*Source: The Bond Buyer

\*\*\*Source: Bloomberg

# 'AAA' MMD HISTORY SINCE 2000



Maturity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% of time above current MMD	19%	21%	24%	28%	31%	36%	38%	41%	43%	47%	48%	49%	50%	50%	51%	52%	53%	54%	54%	55%	55%	56%	56%	56%	56%	56%	56%	56%	56%	56%

262

As of 11/25/2022

# DISCLAIMER

This document is intended for discussion purposes only and, in conjunction with oral presentations and further negotiations, is subject to the final terms of definitive transaction related written agreements, if appropriate, and is not a commitment to lend money, underwrite or purchase securities or commit capital, nor does it obligate this firm to enter into written agreements. Terms and conditions described herein are an indicative summary which may be amended or replaced by subsequent summaries.

This document is intended for the exclusive use of the entity identified on the cover page hereof or otherwise identified as the recipient by a member of the firm and may contain information proprietary to Estrada Hinojosa, which by acceptance of this document obligates you to use discretion when sharing the proposed terms for any prospective transaction.

Estrada Hinojosa does not provide accounting, tax or legal advice and any discussion of such matters herein should not be relied upon by you as a guarantee or commitment of a specific result should a transaction occur. All numbers and prices discussed herein are preliminary and indicative of market conditions on the date prepared and do not represent bids or offers, and you should determine, without reliance upon us, the economic risks and merits as well as the legal and tax consequences of any such transaction, keeping in mind that the results of analyses from any quantitative model which represent potential future events that may or may not occur, and that may not include every particular material fact related to a proposed transaction, are by their nature subject to further discussion and examination.

2022 Estrada Hinojosa & Company, Inc. © Member: FINRA & SIPC.

All rights reserved. No part of this document may be reproduced in any manner without the written permission of Estrada Hinojosa & Company, Inc.



# December 13<sup>th</sup> Board Action to be Considered

---

Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2023” in an amount not to exceed \$300 million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters



Follow us on  
Facebook and Twitter  
@FortWorthISD

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:           APPROVE SECOND AMENDMENT TO LEASE AGREEMENT WITH  
TARRANT REGIONAL WATER DISTRICT FOR THE TRUELSON-  
HIGHTOWER LEADERSHIP LEARNING CENTER PROPERTY**

**BACKGROUND:**

In 1991, Fort Worth ISD entered into a lease agreement with Tarrant Regional Water District (TRWD) for approximately 229 acres of land adjacent to Eagle Mountain Lake. The District operated the property for many years as the Outdoor Learning Center, hosting student activities and staff professional development. In recent years, the site has primarily functioned as the Truelson-Hightower Leadership Learning Center, managed by the J.R.O.T.C. for use by cadets, students, staff and other organizations. The lease agreement for the property will expire in December 2022. The District wants to continue to utilize this unique facility. District staff and TRWD have agreed to an amendment extending the lease term for an additional five (5) years through December 2027.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for Truelson-Hightower Leadership Learning Center Property
2. Decline to Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for Truelson-Hightower Leadership Learning Center Property
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Amendment to Lease Agreement with Tarrant Regional Water District for Truelson-Hightower Leadership Learning Center Property

**FUNDING SOURCE:           *Additional Details***

Internal Service Fund           749-51-6266-0LC-999-99-589-000000

**COST:**

\$13,720 for five (5) years at \$2,744 per year

**VENDOR:**

Tarrant Regional Water District

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

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

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

District Operations  
J.R.O.T.C.

**RATIONALE:**

Amending the lease with TRWD will allow the District to maintain a unique training site. The facility services over 5,700 JROTC cadets throughout North Texas each year with various functions. Additionally, the Truelson-Hightower Leadership Learning Center Property frequently hosts team development for FWISD pyramids.

**INFORMATION SOURCE:**

Joseph Coburn

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the “Second Amendment”) is entered into effective this 1st day of January, 2023, by and between Tarrant Regional Water District, a Water Control and Improvement District, a body politic and corporate under the laws of Texas (“Lessor”), 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 (“Lessee”). Lessor and Lessee may be collectively referred to as the “Parties” or individually as a “Party.”

**WHEREAS**, the Parties hereto entered into that certain Lease Agreement dated December 31, 1991 (the “Original Lease Agreement”), wherein Lessor agreed to lease to Lessee certain real property for the purpose of operating an outdoor learning facility located adjacent to Eagle Mountain Lake, Tarrant County, Texas (the “Leased Premises”);

**WHEREAS**, by that certain First Amendment to Lease Agreement dated to be effective September 1, 2012 (the “First Amendment” and, together with the Original Lease Agreement, the “Lease”), Lessor and Lessee modified and amended the Original Lease Agreement as provided in the First Amendment; and

**WHEREAS**, Lessor and Lessee desire to further amend the Lease as more particularly set forth hereinbelow.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and undertakings herein set forth and the recitals set forth above, which are not recitals only but form a part of this Second Amendment, Lessor and Lessee do hereby covenant and agree as follows:

1. **Purpose.** Article 1, Section A, of the Original Lease Agreement, is hereby amended to read in its entirety, as follows:

### ARTICLE 1

#### PURPOSE OF LEASE

- A. Operation of an Outdoor Learning Facility. The purpose of this Lease is to allow LESSEE, at its sole cost, expense, and risk, the privilege of operating on the Lease Premises an outdoor facility and associated activities for the benefit of the students of the LESSEE and their guests. The Lease also allows LESSEE to install at its own expense any necessary lines from Community Water Supply’s metering device to the point of use throughout the Leased Premises for water service.

2. **Extension of Term.** Article 2 of the Original Lease Agreement is hereby amended to read in its entirety as follows:

## ARTICLE 2

### TERM

The primary term of this Lease shall be for a period of thirty-five (35) years beginning on the 1st day of January 1992, and ending on the 31st day of December 2027.

3. **Rent.** Pursuant to the terms of the First Amendment, Lessee was required to reimburse Lessor the sum of \$37,500.00, which was payable in annual installments of \$3,750.00, for the installation of water utilities to the Leased Premises. Lessor acknowledges full payment of the required \$37,500.00 reimbursement. Beginning with the payment of rent due on January 1, 2023, Lessee agrees to pay to Lessor rent in the amount of \$2,744.40 per year for the remainder of the term, as extended by this Second Amendment.

4. **Early Termination.** Notwithstanding anything in the Lease to the contrary, Lessor and Lessee shall each have the right to terminate this Agreement prior to the expiration of the term by providing written notice to the other party ninety days (90) in advance of such termination.

5. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart, and any of the Parties hereto may execute this Second Amendment by signing any such counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission methods, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Each Party to this Second Amendment consents to the use of electronic and/or digital signatures by the Parties hereto.

6. **Amendment.** This Second Amendment may not be modified or amended, nor any of its provisions waived, except by a written agreement signed by Lessor and Lessee. All of the terms of the Lease remain in full force and effect except as specifically amended by this Second Amendment.

7. **Construction.** In the event of any inconsistency or conflict between this Second Amendment and the Lease, the terms of this Second Amendment shall control.

8. **Sovereign Immunity.** Nothing herein shall be construed to waive or limit the sovereign immunity of either Party.

9. **No Recording.** Neither this Second Amendment nor a memorandum hereof may be recorded in the Real Property Records of Tarrant County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the date first written hereinabove.

[Signature Pages Follow]

**LESSOR:**

TARRANT REGIONAL WATER DISTRICT,  
a Water Control and Improvement District and  
a body politic and corporate tinder the laws of  
Texas

By: \_\_\_\_\_  
R. Steve Christian,  
Real Property Director



**LESSEE:**

FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas

By: \_\_\_\_\_  
Dr. Angélica M. Ramsey  
Superintendent of Schools

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

By: \_\_\_\_\_  
Tobi Jackson  
Board President

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

Approved as to legal form only:

By:  \_\_\_\_\_  
Alexander Athanason  
Staff Attorney

Date: 11/1/2022

By: *Joseph Coburn* \_\_\_\_\_  
Name: Joseph Coburn  
Title: Chief of Operations  
Date: Nov 7, 2022

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:        **APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED  
NOVEMBER 30, 2022****

**BACKGROUND:**

The 2022 - 2023 General Fund was initially adopted on June 28, 2022. During the month of November 30 2022, 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.

Also included is the additional \$7.9 Million for the District’s central administration building, which is already included in assigned fund balance. 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 November 30, 2022
2. Decline to Approve Budget Amendment for the Period Ended November 30, 2022
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for the Period Ended November 30, 2022

**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 10/31/2022</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2022-2023 Amended Budget 11/30/2022</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	485,767,032	\$0	\$485,767,032
5800 State Revenue	260,945,145	0	260,945,145
5900 Federal Revenue	29,419,955	0	29,419,955
7900 Other Sources	3,000,000	0	3,000,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$779,132,132</b>	<b>\$0</b>	<b>\$779,132,132</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$457,856,976	(\$210,168)	\$457,646,808
12 Instruction Resources and Media Services	\$12,679,248	\$1,070	\$12,680,318
13 Curriculum and Instructional Staff Development	\$11,785,276	\$12,023	\$11,797,299
21 Instructional Administration	\$16,894,712	\$165,129	\$17,059,841
23 School Administration	\$52,188,982	\$2,351	\$52,191,333
31 Guidance and Counseling Services	\$48,111,163	(\$4,908)	\$48,106,255
32 Social Work Services	\$5,190,989	(\$1,230)	\$5,189,759
33 Health Services	\$11,801,853	\$2,500	\$11,804,353
34 Student Transportation	\$41,628,877	(\$2,809,833)	\$38,819,044
35 Food Services	\$645,192	\$0	\$645,192
36 Cocurricular/Extracurricular Activities	\$19,697,892	\$8,628	\$19,706,520
41 General Administration	\$23,754,322	\$176,920	\$23,931,242
51 Plant Maintenance and Operations	\$98,647,817	\$2,685,018	\$101,332,835
52 Security and Monitoring Services	\$14,035,148	\$500	\$14,035,648
53 Data Processing Services	\$32,132,144	\$0	\$32,132,144
61 Community Services	\$5,247,839	(\$135,000)	\$5,112,839
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$1,508,586	\$8,013,374	\$9,521,960
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>\$859,904,645</b>	<b>\$7,906,374</b>	<b>\$867,811,019</b>
<b>Total Deficit</b>	<b>(\$80,772,513)</b>	<b>(\$7,906,374)</b>	<b>(\$88,678,887)</b>
Beginning Fund Balance (Unaudited)	351,232,352		351,232,352
Fund Balance-Ending (Unaudited)	<b>\$270,459,839</b>		<b>\$262,553,465</b>

		November 30, 2022 Budget Amendment		
		Increase	Decrease	Net Effect
<b>Object</b>	<b>Revenue</b>			
5700				
5800				
5900		-		
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>
<b>Function</b>	<b>Expenses</b>			
11	Fund 199-Transfer to Fund 196 function 21 to fund T.I.A. designation fees		167,000	
	Fund 199-Transfer to function 41 for additional election costs due to runoff		176,920	
	Fund 199-Transfer from function 61 to correct funding for graduation parking at Dickie's arena	135,000		
	Campus/Dept. normal course of District operations		1,248	
	<b>Overall effect on Function 11</b>	<b>135,000</b>	<b>345,168</b>	<b>(210,168)</b>
12	Campus/Dept. normal course of District operations	1,070		
	<b>Overall effect on Function 12</b>	<b>1,070</b>	<b>0</b>	<b>1,070</b>
13	Campus/Dept. normal course of District operations	12,023		
	<b>Overall effect on Function 13</b>	<b>12,023</b>	<b>0</b>	<b>12,023</b>
21	Fund 196-Transfer from Fund 199 function 11 to fund T.I.A. designation fees	167,000		
	Campus/Dept. normal course of District operations		1,871	
	<b>Overall effect on Function 21</b>	<b>167,000</b>	<b>1,871</b>	<b>165,129</b>
23	Campus/Dept. normal course of District operations	2,351		
	<b>Overall effect on Function 23</b>	<b>2,351</b>	<b>0</b>	<b>2,351</b>
31	Campus/Dept. normal course of District operations		4,908	
	<b>Overall effect on Function 31</b>	<b>0</b>	<b>4,908</b>	<b>(4,908)</b>
32	Campus/Dept. normal course of District operations		1,230	
	<b>Overall effect on Function 32</b>	<b>0</b>	<b>1,230</b>	<b>(1,230)</b>
33	Campus/Dept. normal course of District operations	2,500		
	<b>Overall effect on Function 33</b>	<b>2,500</b>	<b>0</b>	<b>2,500</b>
34	Fund 198-Transfer to function 51 for TRE carry-forward placed in incorrect function		2,702,833	
	Fund 198-Transfer to function 81 to begin construction of the bus wash.		107,000	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 34</b>	<b>0</b>	<b>2,809,833</b>	<b>(2,809,833)</b>
36	Campus/Dept. normal course of District operations	8,628		
	<b>Overall effect on Function 36</b>	<b>8,628</b>	<b>0</b>	<b>8,628</b>
41	Fund 199-Transfer from function 11 for additional election costs due to runoff	176,920		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 41</b>	<b>176,920</b>	<b>0</b>	<b>176,920</b>
51	Fund 198-Transfer from function 34 for TRE carry-forward placed in incorrect function	2,702,833		
	Campus/Dept. normal course of District operations		17,815	
	<b>Overall effect on Function 51</b>	<b>2,702,833</b>	<b>17,815</b>	<b>2,685,018</b>
52	Campus/Dept. normal course of District operations	500		
	<b>Overall effect on Function 52</b>	<b>500</b>	<b>0</b>	<b>500</b>
61	Fund 199-Transfer to function 11 to correct funding for graduation parking at Dickie's arena		135,000	
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 61</b>	<b>0</b>	<b>135,000</b>	<b>(135,000)</b>
81	Fund 199-Decrease fund balance for already assigned	7,906,374		
	Fund 198-Transfer from function 34 to begin construction of the bus wash.	107,000		
	Campus/Dept. normal course of District operations			
	<b>Overall effect on Function 81</b>	<b>8,013,374</b>	<b>0</b>	<b>8,013,374</b>
<b>Total</b>		<b>11,222,199</b>	<b>3,315,825</b>	<b>7,906,374</b>
		276		

# FORT WORTH INDEPENDENT SCHOOL DISTRICT



## SUMMARY OF 2022-2023 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

	ORIGINAL	ADD/ SUBTRACT	8/31/2022	ADD/ SUBTRACT	9/30/2022	ADD/ SUBTRACT	10/31/2022	ADD/ SUBTRACT	11/30/2022
<b>Revenue and Other Sources</b>									
5700 Local Revenue	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032	\$ -	\$485,767,032
5800 State Revenue	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145	\$ -	\$260,945,145
5900 Federal Revenue	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955	\$ -	\$29,419,955
7900 Other Sources	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000	\$ -	\$3,000,000
<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>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
12 Instructional Resources and Media Services	12,453,876	67,314	12,521,190	157,758	12,678,948	300	12,679,248	1,070	12,680,318
13 Curriculum and Instructional Staff Developme	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276	12,023	11,797,299
21 Instructional Administration	15,604,617	-	15,604,617	1,265,930	16,870,547	24,165	16,894,712	165,129	17,059,841
23 School Administration	52,130,748	-	52,130,748	25,801	52,156,549	32,433	52,188,982	2,351	52,191,333
31 Guidance and Counseling Services	48,301,359	-	48,301,359	(188,515)	48,112,844	(1,681)	48,111,163	(4,908)	48,106,255
32 Social Work Services	5,160,819	-	5,160,819	31,170	5,191,989	(1,000)	5,190,989	(1,230)	5,189,759
33 Health Services	11,801,053	-	11,801,053	500	11,801,553	300	11,801,853	2,500	11,804,353
34 Student Transportation	24,581,334	1,055,089	25,636,423	16,072,454	41,708,877	(80,000)	41,628,877	(2,809,833)	38,819,044
35 Food Services	472,192	-	472,192	4,000	476,192	169,000	645,192	-	645,192
36 Cocurricular/Extracurricular Activities	19,090,722	-	19,090,722	562,388	19,653,110	44,782	19,697,892	8,628	19,706,520
41 General Administration	23,664,497	-	23,664,497	90,400	23,754,897	(575)	23,754,322	176,920	23,931,242
51 Plant Maintenance and Operations	93,406,299	3,990,453	97,396,752	945,202	98,341,954	305,863	98,647,817	2,685,018	101,332,835
52 Security and Monitoring Services	12,966,454	-	12,966,454	1,068,694	14,035,148	-	14,035,148	500	14,035,648
53 Data Processing Services	25,719,627	6,729,553	32,449,180	(65,468)	32,383,712	(251,568)	32,132,144	-	32,132,144
61 Community Services	5,275,169	-	5,275,169	(27,870)	5,247,299	540	5,247,839	(135,000)	5,112,839
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	97,629	1,483,286	1,580,915	(72,329)	1,508,586	-	1,508,586	8,013,374	9,521,960
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	97,629	97,629	-	97,629	-	97,629
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
<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>
Total Deficit	\$ (40,382,319)	(14,161,337)	\$ (54,543,656)	(26,228,857)	\$ (80,772,513)	0	\$ (80,772,513)	(7,906,374)	\$ (88,678,887)
Fund Balance- Beginning (Unaudited)	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>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF A MATH SOFTWARE FOR HIGH IMPACT TUTORING SERVICES**

**BACKGROUND:**

Fort Worth Independent School District is requesting approval to purchase a Math software tutoring program for Fort Worth ISD high schools. The purchase is to support high school tutoring programs and support House Bill 4545 requirements. The House Bill 4545 became effective June 2021 and establishes required supplemental accelerated instruction for students who did not pass the State of Texas Assessments of Academic Readiness (STAAR). A district must provide accelerated instruction to any student that fails to perform satisfactorily on 3-8 STAAR Math/Reading or an EOC (end of course) assessment. It mandates that accelerated instruction take place, in the applicable subject area, during the subsequent summer or the following school year. The Texas Education Agency (TEA) recommends High Impact Tutoring, as there is robust evidence that High Impact Tutoring is an effective way to increase learning gains. The schools listed in this consent agenda item are high schools reporting need for Math IXL software program. This is an Elementary and Secondary School Emergency Relief Fund (ESSER) funded initiative.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of a Math Software for High Impact Tutoring Services
2. Decline to Approve Purchase of a Math Software for High Impact Tutoring Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a Math Software for High Impact Tutoring Services

**FUNDING SOURCE:       *Additional Details***

ESSER Fund                               282-11-6299-0XL-XXX-24-950-000000-22F32

**COST:**

\$40,175

**VENDOR:**

IXL Learning

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

FWISD RFP – 20-035

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

Diamond Hill-Jarvis High School  
Paul Laurence High School  
Eastern Hills High School  
Marine Creek Collegiate  
Northside High School  
Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Success High School  
TCC South FWISD Collegiate  
Trimble Technical High School  
Western Hills High School  
World Languages Institute  
O.D. Wyatt High School  
Young Men’s Leadership Academy

**RATIONALE:**

The High Impact Tutoring Initiative encourages tutoring before, after, or during the school day, to accelerate student learning. Approving this item will ensure Fort Worth Independent School District meets mandated TEA requirements for supplemental accelerated instruction. Students who did not meet performance standards on EOC assessments will be provided a math license. Students will receive targeted support, according to individual student needs. This initiative ensures House Bill 4545 requirements are met, with the purpose of increasing student achievement.

**INFORMATION SOURCE:**

Marcey Sorensen





# UPGRADE QUOTE

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # 3821643-2022-003

DATE: NOVEMBER 1, 2022

**TO:**

Daniela Collazo  
 FWISD Extended Learning Program  
 3201 Refugio Ave  
 Fort Worth, TX 76106-5699

**COMMENTS OR SPECIAL INSTRUCTIONS**

FWISD Contract 20-035: Software Products

SALESPERSON	ACCOUNT #	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
McKenzie Chisum	A22-382-3821643	Through subscription end date	December 30, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	IXL site license (Grades 9-12: 4,060 students) Subject: Math		
1	Grades 9-12: 50 students at TCC South FWISD Collegiate Subject: Math	\$452	\$452
1	Grades 9-12: 300 students at Diamond Hill-Jarvis HS Subject: Math	\$2,710	\$2,710
1	Grades 9-12: 300 students at Trimble Technical HS Subject: Math	\$2,710	\$2,710
1	Grades 9-12: 60 students at World Languages Institute Subject: Math	\$542	\$542
1	Grades 9-12: 50 students at Success HS Subject: Math	\$452	\$452
1	Grades 9-12: 350 students at Wyatt, O.D. HS Subject: Math	\$3,162	\$3,162
1	Grades 9-12: 300 students at Southwest HS Subject: Math	\$2,710	\$2,710
1	Grades 9-12: 300 students at Dunbar, Paul Laurence HS Subject: Math	\$2,710	\$2,710
1	Grades 9-12: 450 students at Polytechnic HS Subject: Math	\$4,065	\$4,065
	280		

1	Grades 9-12: 400 students at Eastern Hills HS Subject: Math	\$3,613	\$3,613
1	Grades 9-12: 50 students at Marine Creek Collegiate Subject: Math	\$452	\$452
1	Grades 9-12: 50 students at YMLA Subject: Math	\$452	\$452
1	Grades 9-12: 350 students at Paschal, R.L. HS Subject: Math	\$3,162	\$3,162
1	Grades 9-12: 350 students at Northside HS Subject: Math	\$3,162	\$3,162
1	Grades 9-12: 250 students at Western Hills HS Subject: Math	\$2,258	\$2,258
1	Grades 9-12: 450 students at South Hills HS Subject: Math	\$4,065	\$4,065
1	1 IXL Flex On-site (2-hour on-site plus optional 60-minute session for district and site leaders)	\$2,500	\$2,500
2	IXL Flex On-site: extra session (2-hour on-site)  <i>Unlimited instructor accounts included</i>	\$500	\$1,000
		SUBTOTAL	\$40,175.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	\$40,175.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, please email to [mckenziec@ixl.com](mailto:mckenziec@ixl.com).

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**       **APPROVE FIRST READING - REVISIONS TO BOARD POLICIES**  
**DMD(LOCAL) AND FFB(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:**

- DMD(LOCAL): Policy recommended for deletion: Administrative details regarding professional meetings are not required in the Board, and the information will be added to DMD(REGULATION).
- FFB(LOCAL): New standard-TASB policy to address Senate Bill 11, which requires boards to adopt policy and procedures regarding threat assessment and safe and supportive teams.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve First Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies DMD(LOCAL) and FFB(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First Reading - Revisions to Board Policies DMD(LOCAL) and FFB(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  
December 13, 2022 BOARD MEETING: 1<sup>st</sup> Reading**

- **DMD(LOCAL):** Policy recommended for deletion: Administrative details regarding professional meetings are not required in Board, and the information will be added to DMD(REGULATION).
  
- **FFB(LOCAL):** New standard-TASB policy to address Senate Bill 11, which requires boards to adopt policy and procedures regarding threat assessment and safe and supportive teams.

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See DMA, DMC]

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent or designee may grant an employee who is an officer or committee member or an officially elected delegate of a District, state, or national professional education association/organization a maximum of two days per year of released time from his or her duties at no loss of pay, and one day per year of released time from his or her duties at loss of substitute's pay to attend a professional education association/organization workshop, conference, convention, meeting, or activity.~~

~~Employees who are not officially elected delegates, officers, or committee members of a professional education association/organization, or an employee who has already used three days (see above) may attend a professional education association/organization workshop, conference, convention, meeting or activity at the loss of a full day's pay.~~

~~The request for temporary absence from duty for professional reasons shall be made on Form 905 with an attached letter that explains how such released time shall benefit the District.~~

Superintendent  
Request

~~The Superintendent may request the attendance of members of the professional staff or other employees at additional meetings or conferences when such attendance has potential value for the District. Such employees shall attend these meetings at the District's expense and without loss of salary.~~

**Special Groups**

~~The Superintendent may approve the attendance of special groups of school employees at professional meetings or conventions in Fort Worth or nearby cities when such attendance would benefit the District. Such employees shall attend these meetings at their own expense except for the cost of a substitute if one is required.~~

Superintendent  
Approval

~~Requests and recommendations for the attendance of personnel at professional meetings shall be approved by the Superintendent or designee.~~

**Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required inservice purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval~~

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

~~shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that shall assist the District in improving the instructional program. [See DMD(REGULATION)]~~

**Professional Trips**

~~Within budgetary allocations, members of the central office administrative and supervisory staff may attend one professional meeting a year without loss of salary and with reasonable expenses paid by the District. [See DEE]~~

~~Also, within budgetary allocations, a quota of principals from the elementary division and a quota of principals from the secondary divisions may attend one state, regional or national meeting without loss of salary and with reasonable travel expenses paid by the District. A quota of assistant principals may attend one state meeting without loss of salary and with reasonable travel expenses paid by the District.~~

~~Local professional organizations may send one representative to one approved state, regional, or national meeting providing they pay the cost of a substitute. Travel expenses shall not be paid by the District.~~

~~Members of professional organizations who hold state or national offices of president or president elect may be away from their assignments to attend to the business of their offices providing they pay the cost of a substitute. Travel expenses shall not be paid by the District.~~

~~Official sponsors of approved school organizations may be absent from their duties to attend approved meetings without loss of salary. The teacher's replacement shall be furnished by the District.~~

~~Requests and recommendations for the attendance of personnel at professional meetings shall be approved by the Superintendent or designee.~~

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.



For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:        **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES**  
**CQB(LOCAL), DH(LOCAL), FD(LOCAL) AND FMF(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:**

- CQB(LOCAL): Standard-TASB policy delegating cybersecurity responsibilities to the Superintendent
- DH(LOCAL): Standard-TASB policy updating changes in state law and removing information already included in other policies and District manuals
- FD(LOCAL): New Administrative Code rules require districts to adopt LOCAL policy to assist with awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the District
- FMF(LOCAL): Policy recommended for deletion: Student contests and competitions are not required in Board policy, and the information is addressed in District manuals

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL) and FMF(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL) and FMF(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Second Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL) and FMF(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  
December 13, 2022 BOARD MEETING: 2nd Reading**

- **CQB(LOCAL)**: Standard-TASB policy delegating cybersecurity responsibilities to the Superintendent
- **DH(LOCAL)**: Standard-TASB policy updating changes in state law and removing information already included in other policies and District manuals
- **FD(LOCAL)**: New Administrative Code rules require districts to adopt LOCAL policy to assist with awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the District
- **FMF(LOCAL)**: Policy recommended for deletion: Student contests and competitions are not required in Board policy, and the information is addressed in District manuals

<b>Plan</b>	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
<b>Coordinator</b>	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters <del>and as required by law report to TEA breaches of system security.</del>
<b>Training</b>	<p>The <del>Each District employee and</del> Board delegates to the Superintendent the authority to:</p> <ol style="list-style-type: none"><li>1. <del>Determine</del> <del>member shall annually complete</del> the cybersecurity training program <del>to be used in</del> <del>designated by</del> the District;</li><li>2. <del>Verify. The District shall verify</del> and report compliance with <del>staff</del> training requirements <del>in accordance with guidance from</del> the Department of Information Resources; <del>and</del></li><li>3. <del>Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.</del></li></ol> <p><del>The. Additionally, the</del> District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
<b>Security Breach Notifications</b>	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none"><li>1. Written notice.</li><li>2. Email, if the District has email addresses for the affected persons.</li><li>3. Conspicuous posting on the District's websites.</li><li>4. Publication through broadcast media.</li></ol> <p>The <del>District</del> <del>District's cybersecurity coordinator</del> shall disclose a breach involving sensitive, protected, or confidential student information <del>as required by to TEA and parents in accordance with</del> law.</p>

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. [The District holds all employees accountable to the Educators' Code of Ethics.](#) [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

~~Each employee shall be expected to conform to reasonable standards of performance and conduct. When an employee demonstrates an inability or failure to maintain these standards, the principal or immediate supervisor shall take necessary corrective action directed toward resolving personal and work-related problems that may interfere with the employee's effectiveness and performance.~~

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, [including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation,](#) may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

**Exceptions**

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic ~~media~~ Communication**

~~Electronic media includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), electronic forums (chat rooms), video sharing websites, editorial comments posted on the Internet, and social network~~

	<p><del>sites. Electronic media also includes all forms of telecommunications, such as landlines, cell phones, and web-based applications.</del></p>
Use with Students	<p><del>A In accordance with administrative regulations, a certified em- ployee, or licensed employee, or any other employee designated in writing by the Superintendent or a campus principal, may use elec- tronic communication, as this term is defined by law, media to com- municate</del> with currently enrolled students only about matters within the scope of the employee's professional responsibilities.</p> <p>Unless an exception has been made in accordance with the em- ployee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, appli- cation, or account to communicate with currently enrolled students.</p> <p>Unless authorized above, all <del>All</del> other employees are prohibited from using electronic <del>communication media to communicate</del> di- rectly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall fur- ther detail <del>address</del>:</p> <ol style="list-style-type: none"><li>1. Exceptions for family and social relationships;</li><li>2. The circumstances under which an employee may use text messaging to communicate with <del>individual</del> students <del>or student groups; ; and</del></li><li>3. Hours of the day during which electronic communication is discouraged or prohibited; and</li><li>4. Other matters deemed appropriate by the Superintendent or designee.</li></ol> <p>In accordance with ethical standards applicable to all District em- ployees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes pro- hibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.</p> <p>An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic <del>communication media</del>. [See CPC]</p>
Personal Use	<p><del>All employees An employee</del> shall be held to the same professional standards in <del>their his or her</del> public use of electronic <del>communication</del></p>

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

~~media~~ as for any other public conduct. If an employee's use of electronic ~~communication media~~ violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

~~Nonschool Work During Work Time~~

~~No employee shall be influenced by any individual, company, or other profit or nonprofit making entity to complete outside work using school time and/or school equipment other than as a part of the planned instructional program. In addition, no school employee shall perform any personal work during the regular instructional class period.~~

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]



**Tobacco and  
E-Cigarettes Use**

An employee shall not **smoke or** use tobacco products **or e-ciga-  
rettes** on District **property**~~premises~~, in District vehicles, or at  
school-related activities. [See also GKA]

**Alcohol and Drugs /  
Notice of Drug-Free  
Workplace**

As a condition of employment, an employee shall abide by the  
terms of the following drug-free workplace provisions. An employee  
shall notify the Superintendent in writing if the employee is con-  
victed for a violation of a criminal drug statute occurring in the  
workplace in accordance with Arrests, Indictments, Convictions,  
and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess,  
use, or be under the influence of any of the following substances  
during working hours while ~~at school~~ on District **property** or at  
school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by  
law, including but not limited to marijuana, any narcotic drug,  
hallucinogen, stimulant, depressant, amphetamine, or barbitu-  
rate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical sub-  
stance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or be-  
havior-altering drug.

An employee need not be legally intoxicated to be considered “un-  
der the influence” of a controlled substance.

Exceptions

~~An employee who~~ It shall not be considered a violation of this pol-  
icy if the employee:

1. Manufactures, possesses, or dispenses a substance listed  
above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized  
by a licensed physician prescribed for the employee’s per-  
sonal use; or
3. **Possesses a controlled substance or drug that a licensed  
physician has prescribed for the employee’s child or other in-  
dividual for whom the employee is a legal guardian.**

Sanctions

~~An Each~~ employee who violates these ~~shall be given a copy of the  
District’s notice regarding~~ drug-free ~~schools.~~ [See DI(EXHIBIT)]

~~A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace provisions shall be subject to disciplinary sanctions. Sanctions may include: , shall be provided to each employee at the beginning of each year or upon employment.~~

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

**Arrests, Indictments,  
Convictions, and  
Other Adjudications**

Employees shall receive a copy of this policy.

~~Regardless of whether an event occurs within or outside of an employee's work calendar year, an employee shall notify his or her immediate supervisor and the office of professional standards within two District business days of any arrest, charge, conviction, deferred adjudication, or plea of nolo contendere for any felony, any Class A or B misdemeanor, any Class C misdemeanor involving public lewdness or prostitution, or any crime against a child. The notice to the office of professional standards must be in writing. Failure to provide the required notices may result in termination of employment. [See DF series]~~

An employee shall notify his or her immediate supervisor and the within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;

- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming** An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

**Solicitations** ~~No employee shall engage in the sale of books, equipment, or supplies that may, in any manner, be construed to indicate that the product is recommended by the District or by an employee of the District. An employee is prohibited at all times from sales of any such product or service, tangible or intangible, to parents of the community where the employee is assigned.~~

~~No employee shall engage in the sale of any merchandise or product on school property during working hours, except those authorized by the chief administrator of the facility. [See DBD]~~

**Petitions** ~~Petitions may be circulated in a school only during nonschool hours and in a location designated by the principal. [See FNAA and GKDA]~~

**Subscriptions** ~~The District shall not allow subscriptions or contributions by and from employees in the schools except upon approval of the principal.~~

**Weapons** ~~A District employee shall not bring any weapon, firearm, or ammunition onto District premises or to any school sponsored activity. [See GKA]~~

~~Weapons shall include, but not be limited to, the following: fireworks of any kind, explosives, clubs, razors, knives as defined by the state of Texas, knuckles, chemical dispensing devices, martial arts equipment, stun guns, and "BB" guns.~~

~~An employee, while on the premises of the District or while at any school sponsored activity, shall not carry a weapon on or about the person, use a weapon against another person, or store a weapon on school property. Weapons shall include objects used or designed to inflict bodily injury and/or to intimidate, such as guns, knuckles, switchblades, chains, clubs, and the like. An employee~~

~~acting in an aggressive manner with any article or object capable of inflicting injury may be judged to be in the possession of a weapon.~~

~~"Firearm" shall be defined as any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.~~

~~This policy does not apply to an employee whose duties authorize or require the employee to be in possession of a firearm, provided that at the time in question, the employee is engaged in the performance of those duties.~~

~~In addition to the prohibition on firearms, explosive weapons, and illegal knives, an employee is prohibited from bringing to school or to a school sponsored activity any other hazardous item or weapon. This prohibition shall not normally apply to school supplies such as pencils, compasses, and the like, unless the instruments are used in a menacing or threatening manner.~~

**Persons Age 21  
and And Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

**Proof of Residency**

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

**Residency**

For purposes of this policy, a person is considered to reside in the District if the true, primary, physical place where the person lives with the intent to remain for a considerable period of time is within the boundaries of the District. A person's residence is the fixed, permanent, and principal place of habitation that is the center of the person's domestic, social, and civic life. A person can reside in only one place at a time.

**Residences on  
District Boundary  
Lines**

A school-aged child residing on property bisected by the District's boundary line shall be eligible to attend school within the District if the following conditions exist:

1. Any portion of the property is taxed by the District;
2. The student's parent, guardian, or other person having sworn educational authority resides on the property;
3. The property is a single-family residence; and
4. The student's parent, guardian, or other person having sworn educational authority enrolls the student in the District.

**Minor Living Apart**

**Person Standing in  
Parental Relation**

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

**Misconduct**

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

**Exceptions**

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular  
Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student  
in Grandparent's  
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level  
Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited  
Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas  
Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

ADMISSIONS

FD  
(LOCAL)

Other Accredited or  
Nonaccredited  
Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. ~~[See E]~~

Transition  
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See E]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

~~UIL ACTIVITIES~~

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules. In addition, all band and orchestra contests between District high schools or their representatives shall be governed by the rule pertaining to changing schools (transfers) as contained in the eligibility section of the UIL Constitution, even though the contests are not official UIL events. This applies only to the top competitive groups commonly referred to as the "A" team or the "A" group.~~

~~No event shall be scheduled and no student shall be allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

~~ATHLETIC  
PROGRAM~~

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL, the athletic department, and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~NON-UIL ACTIVITIES~~

~~Requests for Districtwide contests and competitive activities sponsored by outside organizations shall be submitted to the appropriate contest director or assistant director for approval on the approved form by August 1 preceding the school year in which the contest or competition takes place. [See FMF (EXHIBIT)]~~

~~The completed form shall be reviewed by the appropriate director or assistant director and forwarded to the appropriate assistant superintendent for approval. Schools and/or participants shall be notified in writing regarding the contest or competition by the appropriate director or assistant director. Sponsors shall also be notified in writing.~~

~~A comprehensive list of approved contests and competitive activities shall be maintained in the District's communication office.~~

~~Requests for school/student participation in contests and competitive activities made after August 1 shall be reviewed and approved for participation during the following school year.~~

~~Exceptions to this procedure may include:~~



STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

- ~~1.—The Superintendent or designee may approve requests received after August 1 on an individual basis.~~
- ~~2.—At the completion of the activity, the District sponsor/contact shall recommend continued District participation, if appropriate. The request form need not be resubmitted if approved.~~

~~OVERNIGHT TRIPS~~

~~Students involved in UIL competitions that require an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

~~PARTICIPATION  
REQUIREMENTS~~

~~No student shall be permitted to participate in any practice, scrimmage, or contest until copies of the following are on file with the coach and director of athletics:~~

- ~~1.—UIL pre-participation medical history;~~
- ~~2.—UIL pre-participation physical examination;~~
- ~~3.—UIL parent/student acknowledgment of rules form;~~
- ~~4.—UIL illegal steroid use and random test form; and~~
- ~~5. District student athlete emergency/insurance contact information.~~

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:        APPROVE 2022 - 2023 TARGETED IMPROVEMENT PLANS**

**BACKGROUND:**

The Targeted Improvement Plan (TIP) is an individually developed plan at each campus that identifies and addresses areas of low performance and program ineffectiveness through established annual goals. The plan will also include strategies and interventions to help ensure campuses can effectively meet their annual improvement goals. The TIP includes the data findings, problem statements, and root causes discussed above.

Texas Education Code §39A.055 addresses Federal rankings for campuses in need of State and District interventions.



The following schools are labeled as Comprehensive Support and Improvement (CSI) for the 2022-2023 school year:

- J.P Elder Middle School
- William James Middle School
- Kirkpatrick Middle School
- The Leadership Academy at Forest Oak 6<sup>th</sup> Grade
- Leonard Middle School
- Meadowbrook Middle School
- Monnig Middle School
- Morningside Middle School
- Riverside Middle Success High
- Wedgewood 6<sup>th</sup> Grade

## **Comprehensive Support and Improvement (CSI):**

1. Lowest five (5) percent of campuses that receive Title I;
  1. Bottom 5% of Title 1 Campuses when ranked by Campus Type AND Closing the Gaps Scaled Scores
  2. Bottom 5% of campuses identified when ALL Title 1 campuses statewide are rank-ordered using the overall scaled score
2. If any Title I or non-Title I campus does not attain a 67 percent four (4) year federal graduation rate for the all students group, the campus is identified for comprehensive support and improvement. \*Closing the Gaps scaled score has to be less than 6.
  1. Beginning with 2022 accountability, campuses that do not rank in their school type's bottom five (5) percent of the Closing the Gaps domain for two consecutive years and have a 2022 overall scaled score that does not fall within the lowest percentile will be exited.

\*Closing the Gaps ensures the lowest-performing student groups receive focused interventions. The system evaluates the performance of fourteen student groups: all students, African American, Hispanic, white, American Indian, Asian, Pacific Islander, two or more races, economically disadvantaged, current special education, former special education, current and monitored English learners, continuously enrolled, and non-continuously enrolled.

The campus must have ten (10) assessments in English Language Arts (ELA)/Reading and ten (10) assessments in mathematics in the Academic Achievement component to be evaluated in the Closing the Gaps domain. The Academic Achievement component must have five (5) indicators that meet minimum size for Closing the Gaps to be evaluated.

Each CSI campus is required to write and follow a Targeted Improvement Plan, which is presented to the Fort Worth ISD Board of Trustees for approval.

Links to each Targeted Improvement Plan (TIP) will be available on the District's Intranet at the following web address

<https://www.fwisd.org/targetedimprovementplans>

### **STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 Targeted Improvement Plans
2. Decline to Approve 2022 - 2023 Targeted Improvement Plans
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2022 - 2023 Targeted Improvement Plans

**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:**

Schools identified by the Texas Education Agency (TEA) as needing a Targeted Improvement Plan

**RATIONALE:**

These plans are critically important in our effort to meet the District and campuses’ achievement imperatives. To meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District’s Strategic Plan and Targeted Improvement Plans, Board approval is necessary.

**INFORMATION SOURCE:**

Jerry Moore

**CONSENT AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE CONTRACT FOR CONSTRUCTION MANAGER-AT-RISK  
FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Capital Improvement Program (CIP) officials have completed modifications to the contract document form and general conditions that will be used as the Contract for Construction Manager-at-Risk in the 2021 Fort Worth ISD (FWISD) CIP. This document will be used in conjunction with the Uniform General Conditions for Construction Contracts. The Contract for Construction Manager-at-Risk serves as the primary component of the overall contract, outlining specific details of the project. The Uniform General Conditions for Construction Contracts is the secondary component of the contract and outlines the terms of the agreement. The contracts were reviewed in coordination with FWISD outside counsel, FWISD counsel and adapted to FWISD legal requirements.

These contract forms are templates and thus contain informational fields and references to exhibits that will be completed and attached by CIP staff and the Owner's Representative staff during the contracting of the construction phases of the program.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Contract for Construction Manager-at-Risk for the 2021 Capital Improvement Program
2. Decline to Approve Contract for Construction Manager-at-Risk for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Contract for Construction Manager-at-Risk for the 2021 Capital Improvement Program

**FUNDING SOURCE:        Additional Details**

CIP 2021                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Construction Managers will be procured through the Board of Education (BOE) approved procurement processes, and the results of those evaluations will be presented to the BOE for approval throughout the Capital Improvement Program.

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation

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

Capital Improvement Program

**RATIONALE:**

These contract forms are typically used in the construction industry. They have been modified in cooperation with FWISD outside Legal Counsel and Legal Services.

**INFORMATION SOURCE:**

Joseph Coburn

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**CONTRACT BETWEEN**  
**OWNER AND CONSTRUCTION MANAGER-AT-RISK**

**PROJECT #XX-XX**  
**PROJECT TITLE**

**CONSTRUCTION MANAGER-AT-RISK CONTRACT BETWEEN  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
AND  
CONTRACTOR NAME**

**PROJECT NO. XX-XX**

**THIS** Construction Manager-at-Risk Contract (“Contract”) is made by and between Fort Worth Independent School District (hereinafter “FWISD”, “District”, or “Owner”), a public school district and political subdivision of the state of Texas, whose main office address is at \_\_\_\_\_, and Contractor whose address is Address (otherwise “Construction Manager”) (individually FWISD or the Construction Manager shall be referred to herein as “Party” and collectively as “Parties”), effective as of Date (“Effective Date”).



**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE NUMBER</b>
1. PROJECT.....	
2. DEFINITIONS.....	
3. DESIGNATION OF CONSTRUCTION MANAGER AND DUTIES.....	
4. CONSTRUCTION MANAGER PERSONNEL AND SUBCONTRACTORS.....	
5. CM SERVICES: PART 1 – PRE-CONSTRUCTION PHASE SERVICES.....	
6. CM SERVICES: PART 2 – CONSTRUCTION PHASE SERVICES.....	
7. PAYMENTS TO CONSTRUCTION MANAGER.....	
8. COST OF WORK.....	
9. GENERAL CONDITIONS COSTS.....	
10. CONSTRUCTION MANAGER’S INSURANCE.....	
11. TERMINATION AND SUSPENSION.....	
12. MISCELLANEOUS PROVISIONS.....	

**EXHIBITS**

- EXHIBIT A – UNIFORM GENERAL CONDITIONS
- EXHIBIT B – PERSONNEL/STAFF
- EXHIBIT C APPROVED GENERAL CONDITIONS LINE ITEMS
- EXHIBIT D – GUARANTEED MAXIMUM PRICE AMENDMENT/PROPOSAL FORM
- EXHIBIT E – CONTINGENCY ALLOWANCE EXPENDITURE AUTHORIZATION (CAEA)
- EXHIBIT F – ALLOWANCE EXPENDITURE RECONCILIATION AUTHORIZATION

**SECTION 1 – PROJECT**

1.01 Owner has engaged the Construction Manager under the Contract to perform all work and services required and contemplated to complete the following Project (“Services”).

Project #XX-XX TITLE  
Description and summary

1.02 The Pre-Construction Phase Services for the Project shall be completed within Number (XX) months of the delivery of the Pre-Construction Services Phase Notice to Proceed. Pre-Construction Phase Services will be utilized until the last bid packages are issued to and received from potential subcontractors and a Guaranteed Maximum Price (“GMP”) has been established and approved by the Owner. The final scope of Construction Phase Services, Contract Time, and the date by which Substantial Completion should be achieved will be established when, and if, Owner accepts Construction Manager’s Guaranteed Maximum Price proposal.

1.03 Liquidated Damages

For each consecutive Day (as hereinafter defined) after the Substantial Completion Date set forth in a Guaranteed Maximum Price Proposal executed by the Parties that the Work (as hereinafter defined) or any phase thereof is not completed, the amount of Twenty Five Hundred Dollars (\$2500.00) will be deducted from the money due or becomes due the Construction Manager, not as a penalty, but as liquidated damages representing the Parties’ estimate at the time of contract execution of the damages which the Owner will sustain for late completion. The payment of liquidated damages as set forth in this Section 1.03 shall constitute the Owner’s sole remedy for Construction Manger’s failure to achieve Substantial Completion of the Project within the C’ntract Time. Notwithstanding the foregoing, Owner reserves the right to enforce and/or seek all other remedies and damages available in law or equity for Construction Manager’s failure to perform any of its other obligations, Construction Manager’s other acts or omissions, and/or any other breach or default under the Contract. Such Liquidated Damages may include consultant fees, additional professional services and inspection costs, supervision, and supplementation of forces by the Owner, loss of use, rental expenses, storage costs, and other costs for temporary buildings or alternatives space, and loss of revenue for each Day that the Work remains uncompleted.

For each consecutive Day (as hereinafter defined) after the expiration of sixty (60) Days from the date of Substantial Completion that the Contractor does not achieve Final Completion of the Work, or any p\]has thereof, the amount of One Thousand Five Hundred Dollars (\$1500.00) will be deducted from the money due or becomes due the Construction Manager, not as a penalty, but as liquidated damages representing the Parties’ estimate at the time of contract execution of the damages which the Owner will sustain for late Final Completion. The payment of liquidated damages as set forth in this Section 1.03 shall constitute the Owner’s sole remedy for Construction Manger’s failure to achieve Final Completion of the Project within sixty (60) days following Substantial Completion. Notwithstanding the foregoing, Owner reserves the right to enforce and/or seek all other remedies and damages available in law or equity for Construction Manager’s failure to perform any of its other obligations, Construction Manager’s other acts or omissions, and/or any other breach or default under the Contract. Such Liquidated Damages may include consultant fees, additional professional services and inspection costs, supervision, and supplementation of forces by the Owner, loss of use, rental expenses, storage costs, and other costs for temporary buildings or alternatives space, and loss of revenue for each Day that Final Completion of the Project is delayed.

1.04 The Construction Manager’s services shall be provided in conjunction with the services of an Architect selected independently by the Owner. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

**SECTION 2 – DEFINITIONS**

2.01 In addition to the definitions contained in Article 1 of the Uniform General Conditions attached as Exhibit A, the following are definitions and descriptions related to this Contract:

**Construction Cost Limitation (CCL):** The Owner’s budget limit for the cost of construction. The CCL includes the General Conditions, the Cost of the Work, the Construction Manager’s Fee, Contingency, and Allowances. The CCL may be adjusted by the parties for changes in the scope of the Project before approval of the Guaranteed Maximum Price Amendment. The CCL does not include the Construction Manager’s Pre-Construction Phase Fee.

**Construction Document Phase:** The phase at which the A/E is preparing Drawings and Specifications necessary to obtain permits from Authorities Having Jurisdiction, as further described in the Owner’s agreement with the A/E.

**Construction Phase:** The implementation and execution of the construction Work required by the Contract Documents commencing on the Owner’s execution of the approved GMP Amendment. The construction of the Project may be divided into different phases.

**Cost of Work:** The term “Cost of the Work” shall mean the actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper and strict performance of the Work as described in the Contract, as set forth more particularly in Section 8 herein.

**Design Development Phase:** As defined and described in the Owner’s agreement with the A/E.

**GMP:** The term “GMP” shall mean the guaranteed maximum price, which is the amount established in an executed GMP Amendment and which Construction Manager shall not exceed except as expressly permitted in the Contract.

**GMP Amendment:** One or more amendments to the Contract, issued in the form of Exhibit D and executed by and between the Parties, to establish the GMP for the Project and identify the GMP Supporting Documents for Construction Phase Services.

**GMP Proposal:** The documents referenced in the GMP Amendment as the basis for establishing the GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, Allowances, unit prices, and alternates including a statement of the Cost of Work organized by trade categories or systems and including the General Conditions items and amounts; the Construction Contingency Allowance; Owner’s contingency, if any; the Construction Manager’s Fee that form the basis for the GMP.

**Preconstruction Phase:** The period commencing on the date of this Contract and ending upon commencement of the Construction Phase; provided that if the Owner and Construction Manager agree, the Construction Phase for the Work, or any portion thereof, may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.

**Schematic Design Documents:** As defined and described in the Owner’s agreement with the A/E.

**Schematic Design Phase:** As defined and described in the Owner’s agreement with the A/E.

**Uniform General Conditions:** All terms and conditions contained in Exhibit A, which are part of the Contract.

**SECTION 3 - DESIGNATION OF CONSTRUCTION MANAGER AND DUTIES**

- 3.01 The Owner hereby engages the Construction Manager to perform the Work and services set forth in the Contract Documents.
- 3.02 The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Contract and assumes the risk as described in Chapter 2269, Subchapter F of the Texas Government Code. Construction Manager covenants with Owner to use its best efforts, skill, judgment, and abilities to perform the Services hereunder and to further the interests of Owner in accordance with Owner's requirements and procedures, in accordance with the highest standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Construction Manager shall cooperate with the A/E and exercise the Construction Manager's best skill, efforts, and judgment in furthering the interests of the Owner; to build the Project defined in the Construction Documents in accordance with the Owner's requirements as set forth in the Contract Documents. Construction Manager warrants, represents, covenants, and agrees that it has both the financial and physical resources to perform under the Contract and that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services required hereunder.
- 3.03 The Construction Manager warrants, represents, covenants, and agrees that all persons connected with the Construction Manager directly in charge of its services are sufficiently experienced and competent, duly registered, and/or licensed under the laws, rules, and regulations of any authority having jurisdiction, if so, required by such laws, rules and regulations.
- 3.04 The Construction Manager warrants, represents, covenants, and agrees to call to Owner's attention anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Construction Manager (by the Owner or any other party) which it regards in its opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from the Construction Manager's responsibilities or obligations hereunder in a case where such document or data is furnished unless the Construction Manager advises Owner in writing that in its opinion such document or data and any requests made therein for action are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes the Construction Manager to proceed in accordance with the data as originally given. The Construction Manager acknowledges that when the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of this Contract date shall apply. Requirements of Authorities Having Jurisdiction apply as minimum requirements only and do not supersede more stringent specified requirements. When specific products, systems, or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for proper functioning also shall be provided to the extent that it is customary or a trade practice within Construction Manager's specialty to provide such ancillary devices.
- 3.05 The Construction Manager warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to the Contract in the best way and in the most expeditious and economical manner consistent with the interests of Owner.
- 3.06 The Construction Manager warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Construction Manager's Preconstruction Phase services as soon as the Construction Manager becomes aware of such defects or is notified of such defects. Should the Construction Manager

refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the Owner shall be entitled to make good such defective services at the expense of the Construction Manager. This commitment by Construction Manager is in addition to, and not in substitution for, any other remedy for defective Services that the Owner may have at law or in equity. Construction Manager's obligations with respect to Construction Phase Services are set forth in the Contract and elsewhere as may be noted.

- 3.07 Construction Manager represents and warrants that neither the execution and delivery of this Contract, nor the performance of its obligations hereunder nor thereunder will result in the violation of any provision, if a corporation, of its articles of incorporation/certificate of formation or bylaws, if a limited liability company, of its articles of organization/certificate of formation or regulations, or if a partnership, by its certificate of formation or any partnership agreement by which Construction Manager is bound, or any agreement by which Construction Manager is bound or to the best of the Construction Manager's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Construction Manager.
- 3.08 Except for the obligation of Owner to pay Construction Manager certain fees and expenses pursuant to the terms of this Contract, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Construction Manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Contract or any of the Contract Documents. Notwithstanding any obligation or liability of Owner to Construction Manager, no present or future partner or affiliate of Owner or any agent, officer, employee, or trustee of Owner, the components comprising FWISD, or anyone claiming under Owner has or shall have any personal liability to Construction Manager or to anyone claiming through or under Construction Manager by reason of the execution or performance of this Contract or any of the Contract Documents.

**SECTION 4 - CONSTRUCTION MANAGER'S PERSONNEL AND SUBCONTRACTORS**

- 4.01 The Construction Manager's personnel, and the Construction Manager's associated sub-consultants, to be employed in or for the Project, are identified in Exhibit B. The personnel and entities identified in Exhibit B shall not be changed except with the Owner's prior written approval, which shall not be unreasonably withheld.
- 4.02 The term "Related Party" shall mean a parent, subsidiary, affiliate, or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "Related Party" includes any member of the immediate family of any person identified above. If any of the costs of the Work or services arise from a transaction between the Construction Manager and a Related Party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes in writing the proposed transaction, then the Construction Manager shall procure the Work, equipment, goods or service from the Related Party, as a Subcontractor, according to the terms of this Contract and Texas Government Code Chapter 2269, Subchapter F. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a Related Party according to the terms of the Contract and applicable law.

**SECTION 5 - CONSTRUCTION MANAGER'S SERVICES: PART 1: PRE-CONSTRUCTION PHASE SERVICES**

5.01 In the implementation of the responsibilities and duties of the Construction Manager as set forth herein, the Construction Manager shall perform the Pre-construction Phase services as set forth below. In addition to and in accordance with any requirements set forth herein, Construction Manager agrees to provide pre-construction services as described in the Owner's solicitation documents for the Project and as otherwise necessary to prepare an initial guaranteed maximum price based upon design documents and a final GMP based upon completion of Construction Documents. Without limitation, Construction Manager shall perform the Pre-construction Phase services set forth in this Section 5.01.

(a) General Coordination

- (1) Construction Manager shall participate in the development of the Project if such project has not been developed prior to the Effective Date of this Contract.
- (2) Construction Manager shall attend all regular meetings with the Owner and the A/E during the development of the design of the Project to advise them on site usage and site improvements, selection of materials, building systems and equipment, and methods of delivery of materials, systems, and equipment.
- (3) Construction Manager shall provide recommendations and information to the Owner and the A/E on: construction feasibility; availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs, temporary Project facilities; equipment, materials and services for common use of the Construction Manager and Owner's separate contractors, if any; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings; methods of verification for determining that the requirements and assignments of responsibilities are included in the proposed Contract Documents, and any other matters necessary to accomplish the Project in accordance with the schedule and the Owner's budget.
- (4) At Owner's request, Construction Manager shall attend public meetings and hearings concerning the development and schedule of the Project.
- (5) Construction Manager shall prepare and keep updated throughout the Pre-construction and Construction Phases a Project Schedule as described in 5.01(b) to include those items described under separate contracts including: equipment, furniture and furnishings, telephones, project security, property protection and life safety systems, integration with FWISD and campus monitoring systems, information and instructional technology data-transmission systems and computer technology systems.
- (6) Construction Manager shall develop and update a "Constructability Review" report which is a report resulting from frequent communication with the Owner and the A/E and which will outline items that in the Construction Manager's opinion may cause problems in the way the Project is to be constructed and which will review the overall coordination of specifications and drawings, details and discrepancies that if left unattended may result in Change Orders or claims once Project construction commences.
- (7) Construction Manager shall create and continuously update any issues and decision tracking system in a format acceptable to Owner.

(b) Scheduling

- (1) Construction Manager shall develop a Project Schedule (otherwise "Schedule") indicating critical dates for reviews and approvals required of the Owner and A/E that coordinates and integrates the Construction Manager's services, the A/E's design, the work of other consultants and suppliers, and the Owner's activities with the anticipated construction schedules for other contractors.
- (2) Construction Manager shall update the Schedule as is reasonably required but at least monthly to incorporate an updated, detailed listing for all activities of the Project, including, without limitation:

- a. Commencement, milestone and completion dates for Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding/Proposals Phase, Construction Phase, and warranty timelines;
  - b. Times of commencement and completion for each Subcontractor;
  - c. Required activity sequences and durations;
  - d. Contract Documents packages, completion dates, review periods, Project permit acquisition time requirements, subcontract, and trade bid schedules;
  - e. Processing of shop drawings, submittals and samples;
  - f. A recommended schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, delivery dates of products requiring long lead time procurement, and methods to expedite and coordinate delivery of long lead time procurements including coordination of the Schedule with the early preparation of relevant portions of the Contract Documents by the A/E. A separate Schedule shall be prepared for each phase of construction, if applicable, and each set of subcontractor bidding documents for each phase.
- (3) Construction Manager shall provide the necessary critical path schedule control with a goal to attain the Substantial Completion of the Project on or before the date set forth therein, so that the Owner can occupy and utilize the entire Project facilities on such date; and
  - (4) Construction Manager shall create, maintain, and provide the Schedule using the latest available version of scheduling software acceptable to Owner. Schedules shall be submitted in electronic and hardcopy formats.
  - (5) Construction Manager shall include in the Schedule activities which may be Owner-managed or work performed under separate contracts procured by Owner including, but not limited to: equipment, furniture and furnishings, telephones, project security, property protection and life-safety systems, integration with central campus monitoring systems, information and instructional technology data-transmission systems and computer technology systems, and anything else may be applicable to the Project.
  - (6) The Construction Manager shall obtain the A/E's approval for the portion of the Schedule relating to the performance of the A/E's services. The Schedule shall coordinate and integrate the Construction Manager's services, the services of Construction Manager's Subcontractors, the A/E's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; the occupancy requirements of the Owner, showing portions of the Project having occupancy priority and fixed completion dates, and proposed date of Substantial Completion and proposed date of Final Completion acceptable to Owner. If preliminary Schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and A/E and shall implement necessary corrective action.
- (c) Cost Estimating and Control
- (1) Construction Manager shall obtain from Owner all Project service, materials, and property costs and expenses not known directly by the Construction Manager.
  - (2) The Construction Manager shall provide and update a detailed Project cost estimate as follows: (1) program/conceptual design phase estimate (if applicable), (2) 100% Schematic Design Phase estimate (if completed after the Effective Date of this Contract), (3) Design Development Phase estimate at 100% Design Development Phase completion, and (4) 50% and Construction Documents. In addition, the Construction Manager shall update the Project budget after receipt of Subcontractor proposals for bid packages for written approval by the Owner, such budget to include estimating, updating, and reporting of all Project costs. The Design Development Phase and

Construction Documents phase estimates shall be detailed estimates derived from cost quantity surveys. Unless otherwise approved by the Owner, such cost quantity surveys shall be based upon unit prices for labor, materials, and overhead and profit, in the most current Construction Specifications Institute format for each portion of the Work.

- (3) Construction Manager shall provide throughout the duration of the Project, updates of ongoing cost and budget impact, and provide continuous cost consultation services. Prepare and be responsible for all procurement and construction cost estimates. Advise the Owner and A/E immediately if at any time the Construction Manager has knowledge or belief that the previously established estimated project cost or Schedule will not be met and make recommendations to the Owner and Architect for corrective action.
- (4) Construction Manager shall create, maintain, and provide budget reports using the latest version of MS Excel (the license and training for which shall be at Construction Manager's sole expense) or other software or medium as reasonably requested by Owner. Cost estimates shall be submitted in editable electronic and hardcopy formats.
- (5) If any estimate submitted to the Owner exceeds previously approved estimates over the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and A/E for cost reductions, including but not limited to, the substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's written consent. In the event that the quality or scope identified in the estimates is unacceptable or exceeds the Owner's identified budget, the Construction Manager shall work with the A/E to develop options that are acceptable to Owner and are within the Owner's budget and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The recommendations and advice of the Construction Manager concerning design alternatives and potential cost savings shall be subject to the review and approval of the Owner and the A/E.

(d) Coordination of Design and Contract Documents

- (1) Construction Manager shall review all plans, specifications, and other design documents during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, and reasonably advise the Owner on-site use, foundations, systems, materials, equipment, construction feasibility, availability of labor and materials, procurement time requirements, installation and construction, relative costs, and provide written recommendations to the Owner.
- (2) Construction Manager shall coordinate the incorporation of the Owner's most current version of Division I Specifications and procedures, including, without limitation, all of which are hereby incorporated by reference, into the Contract Documents, and use of the Owner's format as directed by the Owner.
- (3) Assist in the development of any special conditions of the Construction Documents, which shall be approved in writing by the Owner at Owner's sole option and discretion.
- (4) At specified times required by the Owner, review the drawings and Project Manual as they are being prepared, Construction Manager shall advise Owner of any constructability issues, errors, inconsistencies, or omissions discovered or reasonably discoverable, and recommend alternative solutions whenever the design affects construction feasibility, budget, risks, or schedules.
- (5) Construction Manager shall consult with Owner and A/E to: (1) determine what materials, equipment, component systems, and construction types should be included in the Contract Documents; (2) suggest reasonable adjustments in the scope of the Project; and (3) suggest appropriate or necessary alternate bids in the Construction Documents.
- (6) During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents within the confines of the completeness of the documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or other design components of the Project, or



within the existing systems. In the event conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and A/E in writing.

- (7) Notwithstanding any provision to the contrary, the Construction Manager shall not be entitled to additional compensation or Change Orders for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or other design components of the Project, or with existing systems, if such conflicts were known or discovered, or should have with reasonable due diligence been known or discovered during the Construction Documents Phase by the Construction Manager, and the Construction Manager did not inform the Owner and A/E of such conflicts as required herein.

(e) Bidding/Proposal Phase

- (1) Construction Manager shall identify and recommend to the Owner the need to purchase items requiring extended delivery times ("long lead items") and expedite the procurement of such items to ensure their delivery by the required dates. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign any previously entered contracts for these items to the Construction Manager and the Construction Manager shall assume responsibility for such items as if procured by the Construction Manager. Participate with A/E, as requested by Owner and subject to Owner's prior approval, in the preparation of performance specifications and request for technical proposals for the procurement and installation of systems, components, and for the procurement of long lead time equipment and materials.
- (2) Construction Manager shall make recommendations to the Project Team regarding the division of Contract Documents and Project Manual to facilitate the bidding and awarding of subcontractor construction contracts, to allow for phased or staged construction if appropriate, or multiple separate GMP Amendments, and to take into consideration such factors as time of performance, type and scope of the Work, availability of labor and materials, overlapping trade jurisdictions, provisions for temporary facilities, comparisons of factory and on-site production costs, shipping costs, code restrictions, and other constraints.
- (3) Construction Manager shall review the Drawings and the Project Manual with the Owner and A/E to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or Owner's separate contractors.
- (4) Construction Manager shall coordinate and develop with the A/E bid packages and work scope descriptions for each separate bid category that represent the entirety of the Scope of the Work for each phase and Stage of the Project. Bid packages shall be submitted to Owner for approval prior to public advertisement.
- (5) In accordance with Chapter 2269 of the Texas Government Code and Chapter 44 of the Texas Education Code, Construction Manager shall publicly advertise and solicit competitive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in General Conditions items. To the extent not inconsistent with the Construction Manager's requirements under Texas Government Code, Chapter 2269, Subchapter F, the Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The receipt of such list shall not require the Owner or A/E to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or A/E later to object to or reject any proposed subcontractor or supplier. Construction Manager or a Related Party may seek to perform portions of the work itself if Construction Manager or the Related Party submits its bid or proposal for those portions of the work to the Owner and A/E in the same manner as, but at least 24 hours prior to, all other trade contractors or subcontractors and if Owner determines that Construction Manager or related Party's bid/proposal provides the best value for Owner. Owner's

determination in such matters is final. If Construction Manager or a Related party intends to submit a proposal for such work, it shall notify Owner in writing prior to soliciting proposals. The criterion for determination of best value shall be provided by Owner. Construction Manager and Owner shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. If Construction Manager reviews, evaluates, and recommends to Owner a bid or proposal from a trade contractor or subcontractor, but Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, Owner shall compensate Construction Manager by a change in price, time, or Guaranteed Maximum Price for any additional cost and risk, which has been demonstrated to Owner's satisfaction and as required by the Contract, which Construction Manager may incur because of Owner's requirement that another trade contractor or subcontractor bid or proposal be accepted. If Construction Manager or a Related Party's proposal is selected by the Owner, the proposal shall be treated as an auditable, cost-plus subcontract with an agreed-upon markup for overhead and profit. The Construction Manager or Related Party's proposed markup for overhead and profit shall be included in its trade bid/proposal. Construction Manager shall not charge the Construction Manager's fee on self-performed work or work performed by a Related Party.

- (6) Construction Manager shall schedule and conduct pre-bid conferences with interested bidders, subcontractors, material suppliers, and equipment suppliers, and record minutes of same.
- (7) Construction Manager shall assist the Owner, the appropriate separate Owner's contractor, the appropriate A/E, or other consultant, in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project or any portion thereof including, without limitation, the Texas Department of Licensing and Regulation, and the fire department providing fire protection.
- (8) In addition to tests required by this Contract, Construction Manager shall advise Owner of any additional tests to be performed, without assuming direct responsibility for the work of such testing.
- (9) Construction Manager shall review the Contract Documents to ensure that they contain adequate provisions for all temporary facilities necessary to enable the Subcontractors to perform their work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise the construction of the Work.
- (10) In accordance with the Uniform General Conditions, Construction Manager is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- (11) Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the appropriate categories of labor required for critical phases or Stages. Make recommendations for actions, which will minimize the adverse effects of labor shortages.

(f) Furniture, Fixtures, and Equipment

Construction Manager shall coordinate with the Owner and Owner's designees for the purchase and installation of fixtures, furniture, and equipment, as may be required to meet the Schedule.

(g) Guaranteed Maximum Price

- (1) At seventy-five (75%) completion of the Construction Documents, or such other time as the Owner may agree, and prior to the procurement of trade bids and subcontracts, the Construction Manager shall submit a Guaranteed Maximum Price proposal to Owner. If Owner accepts the GMP Proposal, both Parties shall sign the GMP Amendment in the form attached as Exhibit D, which shall incorporate the GMP Proposal and supporting documents as exhibits.
- (2) Owner, at its sole option and discretion, may reject the GMP Proposal, attempt to renegotiate the GMP Proposal with the Construction Manager (with the right to cease negotiations at any time

and/or reject the GMP Proposal), or increase the Project budget. During the pendency of the Owner's review and approval of the GMP Proposal, Construction Manager shall not withdraw its GMP Proposal for Hundred and Twenty (120) days.

- (3) The GMP Proposal must include a written statement describing how the Construction Manager derived and prepared it, which shall include, at a minimum, a list of Drawings and Specifications, addenda, General Conditions costs, Contingency Allowances, all clarifications and assumptions made by the Construction Manager due to the incompleteness of the Drawings and Specifications, the proposed deadline for Substantial Completion and assumptions as to when the Construction Phase will commence.
- (4) The Construction Manager shall work with the Owner and A/E to identify and confirm components and systems not specifically shown but reasonably inferable and required for a complete, fully functional Project. Owner will direct the A/E to complete the final Construction Documents in accordance with the Project scope agreed upon by all Parties at the time the GMP is established. Notwithstanding the level of detail represented in the GMP Proposal and supporting documents, the GMP will include the entire cost of all components and systems required for a complete, fully functional Project.
- (5) The GMP Amendment to the Contract shall not be effective unless and until approved by the Board at a duly called meeting held in accordance with the Texas Open Meetings Act.
- (6) The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of Work prior to the commencement of the Construction Phase, as set forth in a Notice to Proceed, unless the Owner provides prior written authorization for such costs.
- (7) After acceptance of the GMP Amendment, the Owner shall authorize the A/E to provide any revisions to the Drawings and Specifications to the extent necessary to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment for the Project, if applicable. The Owner shall furnish those revised Drawings and Specifications to the Construction Manager as they are revised, in accordance with schedules agreed upon by the Owner.
- (8) The Construction Manager shall not include any taxes in the Guaranteed Maximum Price for which the Owner and Project are exempt.

## **SECTION 6 - CONSTRUCTION MANAGER'S SERVICES: PART 2: CONSTRUCTION PHASE SERVICES**

6.01 The Construction Phase shall be deemed to commence the date specified in a Notice to Proceed issued after approval by the Owner of a GMP for the Work and execution of the GMP Amendment or GMP for a portion of the Work specified in such Notice to Proceed and the procurement of subcontractors necessary to commence the Work. If portions of the Work, including but not limited to, subcontractor procurement or buyout, mobilization, submittals, the ordering of materials or site work can be performed, the Owner may designate the Date of Commencement in a partial or limited Notice to Proceed prior to the issuance of permits. Pre-construction Phase Services may overlap with Construction Phase Services. In the implementation of the responsibilities and duties of the Construction Manager for the Construction Phase, the Construction Manager shall provide all services required in the Contract Documents, in addition to the services set forth in this Section 6.01.

- (1) Within twenty one (21) days of the effective date of the Notice to Proceed, Construction Manager shall submit a proposed Baseline Schedule in accordance with Section 01 32 16 of the Specifications, depicting the date of Substantial completion set forth in the GMP Amendment, which deadline may not be changed in the final, accepted Baseline Schedule.
- (2) Construction Manager shall expedite, and coordinate delivery and installation of Owner procured material and equipment.
- (3) Construction Manager shall maintain cost accounting records and all other records created or maintained for the Project in good form on expenditures and materials, or for any other expenditures

requiring accounting records; and afford the Owner access to these records and preserve them for a period that is the later of (i) four (4) years after final payment is made by the Owner to the Construction Manager, or (ii) such period required under the Texas Record Retention Act. Notwithstanding the foregoing, in lieu of the Construction Manager maintaining such records, the Construction Manager may deliver all Project records created or maintained by the Construction Manager or any party performing work or providing services, supplies, or equipment related to the Project to the Owner for retention required by applicable law.

- (4) Construction Manager shall promptly identify all variances between estimated costs and actual costs and shall promptly report such variances to the Project Team along with recommendations for action, but in any event, no more than five (5) business days after acquiring such information. All subcontractor and vendor buyout and contracts shall be finalized and executed within 90 days of Final GMP acceptance. All buyout savings will be transferred to the Contingency within 100 days of approval of the GMP Amendment.
- (5) Construction Manager shall furnish payment and performance bonds covering the faithful performance of the Contract and payment of obligations arising thereunder in accordance with Article 5 of the Uniform General Conditions.

6.02 (a) Subcontracts

- (1) The Construction Manager shall ensure the following specific requirements, notices, and/or provisions are included in the information to proposers for trade bids/proposals:
  - a. The successful proposer's obligation to provide worker's compensation insurance in accordance with Texas Labor Code Chapter 406 and Article 5 of the Uniform General Conditions;
  - b. The successful proposer's responsibility to pay prevailing wages pursuant to Texas Government Code Chapter 2258 and in accordance with Article 2 of the Uniform General Conditions;
  - c. A notice of the sales tax exemption for the Project and the procedure for obtaining any required exemption verification or certificate;
  - d. The notice regarding trench and shoring safety that is required by Texas Health and Safety Code Section 756.02 and Section 7.6 of the Uniform General Conditions.
  - e. Each subcontract shall require that any notices or claims by Subcontractor for delay or additional cost must be submitted to Construction Manager within the time and in the manner in which Construction Manager must submit such claims to Owner under the Uniform General Conditions, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.
  - f. Each Subcontractor shall comply with the Criminal History submission and certification requirements set forth in Section 16.8 of the Uniform General Conditions.
- (2) Nothing herein shall preclude the Construction Manager from including other notices and/or provisions required or allowed by law.
- (3) Except for Related Parties, or as otherwise approved by Owner in advance in writing, Subcontracts shall be awarded on a lump-sum basis, which lump sum shall be verifiable by audit. All buyout savings shall belong to Owner.

**SECTION 7 – PAYMENTS TO THE CONSTRUCTION MANAGER**

7.01 For Preconstruction Phase Services:

- (a) In full consideration of Construction Manager's services during the Pre-construction Phase of the Project under the Contract, the Owner will pay to the Construction Manager a not-to-exceed lump sum of Amount Dollars (\$XXX) ("Preconstruction Phase Fee").

- (b) To receive payment, Construction Manager shall send monthly invoices to Owner as specified in the Specifications.
- (c) Additional Services:
  - (1) The Owner may request the Construction Manager perform services in addition to those Services required or reasonably inferable herein. The Construction Manager shall proceed only after written acceptance by the Owner of a detailed proposal for the cost of such additional services and written approval from the Owner to proceed.
  - (2) Upon acceptance by the Owner, each Additional Services Requisition and the services performed by the Construction Manager pursuant to such Additional Services Requisition shall become part of this Contract and shall be subject to all the terms and conditions of this Contract, as fully and completely as though the same had been included in this Contract as a required Service at the original execution of this Contract.
- (d) The Construction Manager shall not be entitled to any increase in the Preconstruction Phase Fee because of Schedule extensions or delays, or changes in the scope of the proposed Project, unless such extensions, delays, or changes are material and significant, as determined by the Owner at its reasonable discretion, and not due to any act or omission of the Construction Manager.

7.02 Construction Phase:

- (a) The Owner shall compensate the Construction Manager for Construction Phase Services on the basis of the sum of the Cost of the Work as defined herein; an amount for the General Conditions which shall not exceed XX% of the Cost of the Work; and the Construction Manager's Construction Phase Fee of (XX%), which shall be applied as a percentage of the Cost of the Work ("Construction Manager's Fee"). The Owner's obligation to pay the Construction Manager under this Section, or otherwise under the Contract or other parts of the Contract Documents is a dependent covenant conditioned upon Construction Manager's satisfactory performance of the Work and satisfactory provision of Services under the Contract; and such obligation of Owner shall not be considered an independent covenant. Any cost which is not authorized by the terms and conditions of the Contract Documents, but which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
- (b) The Owner has afforded the Construction Manager with unrestricted access to the existing improvements and conditions on the site and has given the Construction Manager the opportunity to thoroughly investigate the existing conditions, which the Construction Manager represents it has done. The Construction Manager warrants and represents that the results of Construction Manager's investigation have been taken into account in establishing the GMP of the Work. The Construction Manager shall not be entitled to a claim for an adjustment in time or price under the Owner's General and Supplementary Conditions for conditions which the Construction Manager discovered or ought to have discovered or otherwise should have been aware of in the Construction Manager's investigation. Before proceeding with the Work, the Construction Manager shall review the Drawings and Specifications and notify the A/E and Owner of any errors, omissions, or discrepancies in the Drawings and Specifications it discovers with respect to the existing conditions. The Construction Manager shall not proceed with the Work, if any defect, defined as any error, omission, conflict, inconsistency, or lack of clarity, is known or should have been known or discovered by the Construction Manager to exist in the Drawings or Specifications or other Contract Documents, and if the Construction Manager nevertheless proceeds to perform the work then the Construction Manager shall be responsible for all foreseeable resulting cost, including the cost of redoing or remedying the Work and time delays

resulting therefrom unless and to the extent such costs result from design or concealed conditions. Upon discovering a defect in the Drawings or Specifications, the Construction Manager shall immediately submit a written request for an explanation or decision to the A/E and the Owner. Further, the Construction Manager shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, or replacement of their property.

- (c) If the actual Cost of the Work, the cost of General Conditions, and the Construction Manager's Construction Phase Fee upon final completion of the Project is less than the GMP, the entire savings shall be returned to the Owner, and a final adjustment made to the Contract amount. All unused Contingency Allowances shall be the Owner's savings.
- (e) References to adjustments in "cost" or "costs" refer to Costs of the Work as defined herein below, and references to the Construction Manager's "overhead" and "profit" refer to Construction Manager's Construction Phase Fee. The Construction Manager's Fee shall cover the Construction Manager's profit and general overhead.
- (f) The Construction Manager's General Condition items and total not to exceed amount for General Conditions shall cover all terms set forth in Exhibit C. Costs not permitted as allowable General Conditions costs, if not an allowable Cost of Work item in Section 8, shall be deemed to be covered by the Construction Manager's Fee.
- (g) In addition to the payment procedures described in the Contract and Specifications, the Construction Manager shall submit with each application for payment all other evidence which Owner or A/E shall deem necessary to support the amount requested. The Construction Manager's Construction Phase Fee and the General Conditions costs shall be shown as a separate line item on the schedule of values. In determining the percentage of completion, Construction Manager shall use the lesser of the percentage of the Work actually completed for each classification on the schedule of values, or the percentage of the GMP allocable to that item which has been actually incurred and demonstrated as an expense by the Construction Manager. Retainage, as defined in the Uniform General Conditions, will be applied to the entire amount requested including the Cost of the Work and the Construction Manager's Construction Phase Fee. Each schedule of values submitted shall maintain the originally established value for each work classification line item or Subcontractor, and shall contain any revisions to costs or cost estimates for each such classification or Subcontractor. The format and tracking method of the original schedule of values and of all updates thereto shall be subject to the approval of the Owner and A/E. If at any time, the amount shown on the schedule of values exceeds the GMP allocable to that classification or Subcontractor, then the amount payable to the Construction Manager by the Owner shall be reduced by the amount of such excess. At all times, the estimated cost of performing the uncompleted and unpaid portion of the Work (including Construction Manager's Fee and General Conditions) shall not exceed the unpaid balance of the GMP (less Retainage on Work previously completed). Payments to Subcontractors included in an application for payment shall not exceed the percentage of Work allocable to that Subcontractor for each respective schedule of values classification which has been actually completed.

7.03 In addition to the procedures contained in the Uniform General Conditions, the Owner shall have no obligation to make final payment until the Construction Manager has submitted as a condition precedent to final payment, a final accounting of the Cost of the Work and such final accounting has been verified by the Owner or Owner's representatives. The aggregate total of payments to the Construction Manager shall not exceed the total of the actual Cost of the Work as verified by the Owner or Owner's representative (including internal or external auditors) from the Construction Manager's final accounting plus the applicable Construction Manager's Construction Phase Fee and the not to exceed General Conditions costs,

as certified for payment in accordance with the Contract, but in no event more than the GMP. If payments made to the Construction Manager exceed that which is due and owing pursuant to this Section 7, then the Construction Manager shall promptly refund such excess to Owner.

- 7.04 For a period of four (4) years from the latter date of termination of this Contract or the date the Project is accepted by Owner, the Owner shall have the right to verify and audit the details set forth in the Construction Manager's billings, certificates, accountings, cost data, and statements, either before or after payment therefore, by: (1) inspecting the books and records of the Construction Manager during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing the Construction Manager's business employees; (4) visiting the Project site; and (5) other reasonable action. Construction Manager shall require all of its Subcontractors to likewise retain all of their Project records and supporting documentation. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Contractor's and any Subcontractor's Project records and documentation as often as they deem necessary for compliance. The access, inspection, copying, and auditing rights shall survive the termination of this Contract, and shall apply without limitation, to all documents and records relating to claims or suits filed by Construction Manager or any of its Subcontractors.

## **SECTION 8 - COST OF THE WORK**

- 8.01 The term "Cost of the Work" shall mean the actual and verifiable costs reasonably and necessarily incurred by the Construction Manager in the proper and strict performance of the Work as described in the Contract. Such costs constituting or comprising the Cost of the Work shall not be at rates higher than those customarily paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in this Section 8.01.

(a) Labor and Administrative

- (1) Wages paid to construction workers directly employed by the Construction Manager who perform the construction of the Work at rates that are no greater than reasonable and customary but that do comply with the prevailing wage requirements under the Contract.
- (2) Salaries at rates that are no greater than reasonable and customary for the location of the Project but that comply with the prevailing wage requirements under the Contract for Construction Manager's supervisory and on-site administrative personnel who are not identified on Exhibit B but only when stationed full-time at the site with the Owner's prior written consent and only for the actual hours related directly to the Project. These costs are subject to the not-to-exceed General Conditions costs.
- (3) Costs paid or incurred by the Construction Manager for labor costs arising out of employment taxes (other than income taxes), insurance, and employment benefits which are (i) required by law, (ii) required by collective bargaining agreements, (iii), or otherwise customary, at a stipulated rate of 40% of the wages on which they are based, so long as such costs are based on wages and salaries which are properly included in the Cost of the Work as defined herein. For Construction Manager's supervisory and on-site administrative personnel, these costs are subject to the not-to-exceed General Conditions costs.
- (4) Reasonable and customary travel expenses of Construction Manager's personnel incurred directly and solely in support of the Project and approved in advance in writing by Owner. Local travel will not be reimbursed. All out of town travel must be preapproved in writing and reimbursement rates will be in accordance with the IRS and State mileage and per diem reimbursement rates. For Construction Manager's supervisory and on-site administrative personnel, these costs are subject to the not-to-exceed General Conditions costs.

- (5) Premiums for insurance and bonds, or any insurance deductibles specifically required by the Article 5 of the Uniform General Conditions.

(b) Materials, Equipment, Tools, Rentals

- (1) Costs of materials and equipment to be incorporated (or incorporated) into the Work, including transportation charges, and a reasonable and customary allowance for waste and spoilage. The Owner shall be entitled to take possession of excess materials not incorporated into the Work, or at the Owner's option, the Construction Manager shall sell such materials and deduct the gross proceeds from the Cost of the Work. Payment for stored materials is subject to the Owner's General Conditions of the Contract.
- (2) Costs of materials, supplies, temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by the Construction Manager, if such items are fully consumed in the construction of the Work, and the Owner approves such purchase in advance in writing. Cost for used items shall be based on fair market value and may include costs of transportation, installation, minor maintenance costs, and removal. If the item is not fully consumed, then the cost shall be based on the cost of the item minus its fair market salvage value.
- (3) Rental charges for temporary facilities, equipment, and hand tools except for those customarily owned by construction workers, all provided at the site by the Construction Manager, and may include transportation, installation, and minor maintenance costs, and removal, all so long as the Owner has approved such items and the rental rates in advance in writing. If tools, machinery, or construction equipment are rented from the Construction Manager, the amount of such rental, the rate of such rentals, including the freight and delivery cost thereon and all operating expenses except labor, shall be determined by application of "Contractor's Equipment Cost Guide," latest edition published by the AGC, approved by the Owner before commitments are made and shall in no event be higher than the prevailing competitive rates paid in the locality for similar equipment. In no event shall the aggregate rental cost to the Owner exceed the purchase price and maintenance cost of the item. In the event equipment can be purchased for an amount comparable to the aggregate rental cost of said equipment, the Construction Manager shall purchase such equipment and turn it over to the Owner upon final completion of the Work, or, at the Owner's option, credit to the Owner with the amount of the fair market resale value.
- (4) Site debris removal and disposal costs in accordance with all applicable laws and regulations.

(c) Subcontracts

Payments made to Subcontractors by the Construction Manager for the Work in accordance with the Contract Documents and the requirements of the subcontracts.

(d) Other Costs

- (1) Permit, building, site, utility, and inspection fees, other than those for which Owner is exempt as a political subdivision of the State. Expenses and fees, if any, associated with Storm Water Pollution Prevention and Pollution Control Plan (SWPPP) regulations administered by the Texas Commission on Environmental Quality (TCEQ) and local authorities shall be included.
- (2) Testing fees pursuant to the terms and conditions of the Owner's General and Supplementary Conditions and except for testing and inspection services contracted for by Owner in accordance with Chapter 2269 of the Texas Government Code and TEA Facilities Standards currently in effect.
- (3) Intellectual property royalties and licenses for items specifically required by the Contract Documents which are, or will be, incorporated into the Work.



- (4) Forfeited deposits, but only if such deposit has been forfeited in the absence of any fault or negligence of the Construction Manager.
- (5) Other costs approved in advance in writing by the Owner at the Owner's sole option and discretion.

8.02 Costs Not Included in the Cost of the Work

The following shall not be included in the Cost of Work to be paid by the Owner:

- (a) Costs attributable to the failure to perform of any Subcontractor or the bankruptcy or insolvency of any Subcontractor.
- (b) Legal and administrative costs to review and negotiate the Contract Documents.
- (c) Travel and subsistence expense of the Construction Manager, its officers or employees incurred while traveling between the Project and principal or branch offices, and travel in the metropolitan area of the Project, except for special consultants when agreed upon by the Owner and the Construction Manager jointly, in writing, in advance.
- (d) Fines, penalties, sanctions, or impositions assessed or imposed by any governmental body, instrumentality, or tribunal arising from the fault of the Construction Manager or anyone under its control.
- (e) Costs incurred by the Construction Manager resulting from the failure of the Construction Manager or its Subcontractors to coordinate their work with that of the Owner and its contractors, if any, after agreeing to the Schedules, therefore, or failure of the Construction Manager to comply with directives of the Owner not in conflict with said Schedules.
- (f) Costs resulting from the failure of the Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.
- (g) Any and all personnel costs, including, without limitation, wages, salaries, bonuses, and benefits not expressly provided for as an allowable Cost of the Work or approved by the Owner in writing in advance.
- (h) Premiums for insurance and bonds, or any insurance deductibles paid beyond what is required by the Contract Documents. The Construction Manager shall not be permitted to charge any costs for Subcontractor bonds, Subguard or subcontractor default insurance unless such costs are specifically approved in writing, in advance. If approved, such costs must be specifically identified in the GMP separately from the costs of the subcontract.
- (i) To the extent specifically included herein any and all home office overhead expense, or office expense at any location, except for site office expenses specifically allowed under the Contract Documents.
- (j) Costs related to the Construction Manager's indemnification obligations pursuant to Section 10 herein.
- (k) The cost of capital, including, without limitation, interest on capital, regardless of whether it is related to the Project.
- (l) Any cost arising out of the fault or negligence of the Construction Manager, its Subcontractors, or any person or entity for whom they may be liable, including, without limitation, costs related to defective, rejected, or nonconforming work, materials or equipment, and damage to persons or property.

- (m) Liquidated or actual damages imposed by the Owner for the failure of the Construction Manager to complete the Work within the Contract Time.
- (n) Any and all costs not specifically authorized herein, including, without limitation, any cost which would cause the GMP to be exceeded.
- (o) Any duplication of items or costs already covered in the amount paid to the Construction Manager as part of General Conditions as set forth in Exhibit C. See General Conditions Costs in Section 9.
- (p) Any sales, use, or excise taxes. For which the Owner and Project are exempt.
- (q) Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, telephone service, and reasonable and customary petty cash expenses of the Construction Manager's job site office, incurred directly and solely in support of the Work, and all incurred at the site.

8.03 Discounts, Rebates, and Refunds

The Cost of the Work to be paid by the Owner shall be credited with the following items:

- (a) Proceeds of the sale of all tools, surplus materials, construction equipment, and temporary structures which have been charged to the Work other than by way of rental, and remaining after completion, whether such sale is made to the Owner, the Construction Manager, or to some other party; and any such sale, if made to others than the Owner, shall be at fair market price. Upon completion of the Work or when no longer required, all tools, construction equipment, and materials purchased for the Work shall be sold and the Construction Manager shall use its best efforts to obtain the highest price in respect of such sales.
- (b) If the Owner makes funds available to the Construction Manager, discounts earned by the Construction Manager through advance or prompt payments. The Construction Manager shall obtain all possible trade and time discounts on bills for material furnished and shall pay said bills within the highest discount periods. The Construction Manager shall purchase materials for this Project in such quantities as will provide the most advantageous prices to the Owner.
- (c) Reasonable market value as approved by the Owner at the time of removal of all materials, tools, and equipment actually purchased for the work and upon completion of the work retained by the Construction Manager.
- (d) Rebates, discounts, or commissions allowed to and collected by the Construction Manager from suppliers of materials or from subcontractors, together with all other refunds, returns, or credits received for the return of materials.
- (e) The Construction Manager shall reimburse the Owner for deposits made by the Owner and not returned to the Owner due to the fault of the Construction Manager. Should the Construction Manager not promptly so reimburse the Owner upon demand, the Owner shall be entitled to recover said amount from the Construction Manager, including, but not limited to, by deducting the amount from payments due the Construction Manager.
- (f) Rebates, discounts, dividends, or any other funds returned or paid to Construction Manager by any surety or insurance company covering the Project.

**SECTION 9 – GENERAL REQUIREMENTS COSTS**

- 9.01 General Requirements Costs. In addition to the cost set forth in Section 8.01 as General Conditions Costs, Construction Manager shall be reimbursed for actual expenditures for the cost of other General Conditions/Requirements items listed in Exhibit C as incurred by the Construction Manager for the period of the Contract Time. The costs for such items will be invoiced only as needed and charged on a pro-rata basis. Additionally, if any line item or personnel results in only a partial month of service, the line item for that service or personnel shall be prorated for that month. Expenses for mobilization, demobilization, project sign, final clean, record drawings, close-out manuals, and warranty work shall be calculated as a one-time fee per item. Any unused General Conditions costs shall be savings of the Owner.

**SECTION 10 - CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

- 10.01 During all phases of the Project, the Construction Manager shall purchase and maintain insurance and bond as set forth in this Article 5 of the Uniform General Conditions, which may arise out of or result from the Construction Manager's operations under this Contract, whether such operations be by Construction Manager, or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

**SECTION 11 – TERMINATION AND SUSPENSION**

- 11.01 Except as provided in this Section 11, Termination and Suspension shall be governed by Exhibit A, Uniform General Conditions.
- 11.02 In addition to the termination procedures set forth above, the Owner may terminate the Contract as follows: prior to execution by both parties of the amendment establishing the GMP Amendment for the Project or a particular sub-project; the Owner may terminate this Contract or a portion of the Contract for any or all remaining sub-projects for which a GMP Amendment has not been approved, at any time without cause.
- 11.03 If the Contract is terminated under 11.02, then the Construction Manager shall be compensated for the Preconstruction Phase Services which it has completed in accordance with this Contract up to the effective date of termination as provided hereunder. No termination expenses will be paid to the Construction Manager.
- 11.04 A termination under this Contract above shall not relieve the Construction Manager or any of its employees of liability for violations of the Contract or any act or omission, or negligence of the Construction Manager.
- 11.05 As of the date of termination of this Contract, the Construction Manager shall furnish to the Owner all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by the Construction Manager in connection with the Construction Manager's responsibilities hereunder. The Owner shall have the right to use the ideas and designs therein contained for the completion of the Services described by this Contract or the other Contract Documents, and for completion of the Project, or otherwise. All drawings, plans, specifications, renderings and models, and related materials prepared by the A/E are the property of the Owner or the A/E, as set forth in the terms and conditions of the Contract between the Owner and the A/E. They are not to be used by any person or entity other than the Owner on other projects unless expressly authorized by the Owner.

**SECTION 12 – MISCELLANEOUS PROVISIONS**

- 12.01 Notices: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed

to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

**Owner:**  
[Contact Info]

**Construction Manager:**  
Contractor  
Representative  
Address  
Fax:  
Email:

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.02 Special Provisions:

\_\_\_\_\_

12.03 Exhibits:

The following exhibits are hereby incorporated by reference for all purposes if fully set forth herein:

Exhibit A – Uniform General Conditions

Exhibit B – Approved Personnel/Staff

Exhibit C Approved General Conditions Items

Exhibit D - Guaranteed Maximum Price Amendment/Proposal Form

Exhibit E - Contingency Allowance Expenditure Authorization (CAEA) Form

Exhibit F - Allowance Expenditure Reconciliation Authorization (AERA) Form

**IN WITNESS WHEREOF**, intending to be bound, the Parties have entered into this Contract as of the Effective Date.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONTRACTOR**

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

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

Name

Name

Title

Title

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

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

**EXHIBIT A**

**UNIFORM GENERAL CONDITIONS**

**EXHIBIT B**

**PERSONNEL/STAFF**

INSERT PERSONNEL, POSITIONS AND STAFF HOURLY RATES

**EXHIBIT C**

**APPROVED GENERAL CONDITIONS LINE ITEMS**

INSERT APPROVED GENERAL CONDITIONS LINE ITEMS  
(Should match CMAR solicitation)



**EXHIBIT D**

**GUARANTEED MAXIMUM PRICE AMENDMENT FORM**

This Guaranteed Maximum Price Amendment (“Amendment”) amends the Contract between the Fort Worth Independent School District (“FWISD,” “District” or “Owner”) and Contractor (“Construction Manager”) for the Owner’s Project No. Number, Title as of Date, 20\_\_ (“Amendment Effective Date”).

1. Pursuant to Section 5.01(g) of the Contract and as otherwise required by provisions of the Contract, the Owner and Construction Manager hereby amend the Contract to establish a Guaranteed Maximum Price as set forth in this Amendment. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Total Project Cost shall not exceed. The Total Project Cost consists of the Cost of Work \$XXX inclusive of the Contingency Allowances listed in the GMP Proposal totaling \$XXX; Construction Manager’s Fee of \_\_\_% of the Cost of the Work; and the not to exceed General Conditions costs of \$XXX.
2. The Guaranteed Maximum Price is guaranteed by the Construction Manager not to exceed \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_ .00), subject to additions and deductions by Change Order as provided in the Contract Documents.
3. An itemized statement of the Guaranteed Maximum Price that was submitted as a proposal and approved by the Owner organized by trade categories, allowances, contingencies, alternates, the Construction Manager’s Fee, and other items that comprise the Guaranteed Maximum Price is attached to this Amendment as Attachment A. Upon acceptance and execution of this Amendment, the GMP Proposal and all GMP supporting documents attached hereto become a part of this Amendment and are incorporated herein for all purposes.
4. The Construction Manager shall achieve Substantial Completion of the entire Work not later than \_\_\_\_\_.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**CONSTRUCTION MANAGER**

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

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

Name

Name

Title

Title

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

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE UPDATES TO THE FORT WORTH INDEPENDENT SCHOOL DISTRICT EDUCATIONAL SPECIFICATIONS FOR ELEMENTARY, MIDDLE, AND HIGH SCHOOLS FOR THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

Per the Texas Education Agency, Chapter 61, Subchapter CC – Commissioner’s Rules Concerning School Facilities, Rule 61.1040 School Facilities Standards for Construction on or after November 1, 2021, states that a school district shall ensure that a project for new construction and major renovation comply with the requirements and standards identified in the District’s Educational Specifications. Educational Specifications is a written document that includes all of the following: 1) School district mission; 2) Vision; 3) Goals and Pedagogy; 4) Preliminary details related to facility type; 5) Grades served, and maximum student enrollment; 6) Pertinent provisions of the multi-hazard emergency operations plan that may inform the functionality of the built environment; 7) A statement on inclusive design goals and 8) Considerations supported by the school district and how inclusive design should be addressed in new and renovated facility designs; and 9) The minimum total square footage required to comply with the quantitative method of compliance.

The Educational Specifications have been updated in conjunction with the 2021 Capital Improvement Projects and for any other educational facility improvements under the direction of the Operations Division. There are three (3) separate educational specifications: High School, Middle School, and Elementary School. Updates were made with input from various Department representatives. These updates shall be valid for the duration of the 2021 Capital Improvement Program. Any subsequent changes received from the District will be addressed as an addendum and issued accordingly to the selected architects assigned projects.

Below are the links to the FWISD Educational Specifications

[FWISD ES Educational Specifications 111822.pdf](#)

[FWISD MS Educational Specifications 111822.pdf](#)

[FWISD HS Educational Specifications 111822.pdf](#)

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Updates to the Fort Worth Independent School District Educational Specifications for Elementary, Middle, and High Schools for the 2021 Capital Improvement Program
2. Decline to Approve Updates to the Fort Worth Independent School District Educational Specifications for Elementary, Middle, and High Schools for the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Updates to the Fort Worth Independent School District Educational Specifications for Elementary, Middle, and High Schools for the 2021 Capital Improvement Program

**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:**

Capital Improvement Program

**RATIONALE:**

Approval of these written documents provides an outline of District approved educational standards to all architects assigned projects within the District.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**       **APPROVE PURCHASE OF MINOR SMALL EQUIPMENT  
AND PLUMBING SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives for minor and unanticipated equipment needs, which may include items such as water heaters, ice machines, water fountains and appliances, as well as plumbing services which may include backflow water testing, sewer, and grease trap cleaning. The Department is requesting a not-to-exceed amount of \$293,000 based on previous annual expenditures and upcoming planned projects. Overall spending will not exceed the departmental budget.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Small Equipment and Plumbing Services
2. Decline to Approve Purchase of Minor Small Equipment and Plumbing Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Minor Small Equipment and Plumbing Services

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

Various Funds                      Department and Campus Budgets as Determined

**COST:**

Not-to-Exceed - \$293,000

**VENDORS:**

Winston Water Cooler – *BuyBoard #657-21*

Roto Rooter Plumbing and Drain Service – *EPCNT RFP 20-01-4 (Grapevine-Colleyville ISD)*

**PURCHASING MECHANISMS:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

**Winston Water Cooler**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 657-21. Supporting documentation is attached. The recommended vendor is listed above.

**Roto Rooter Plumbing and Drain Service**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas, Contract EPCNT Grapevine-Colleyville ISD #20-01-4. Supporting documentation is attached. The recommended vendor is listed above.

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

District Operations  
All Schools and Facilities

**RATIONALE:**

Approval of these goods and services will help to keep District facilities operational during the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF MINOR AUDITORIUM EQUIPMENT,  
REPAIRS, PARTS, AND INSTALLATION SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to provide auditorium media and sound equipment, parts and installation and as well as stage curtains, as needed for minor and unanticipated repairs or small projects across the District. The Department is requesting a not-to-exceed amount of \$182,000 based on previous annual expenditures and upcoming planned projects.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Auditorium Equipment, Repairs, Parts, and Installation Services
2. Decline to Approve Purchase of Minor Auditorium Equipment, Repairs, Parts, and Installation Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Minor Auditorium Equipment, Repairs, Parts, and Installation Services

**FUNDING SOURCE:       *Additional Details***

Various Funds                               Department and Campus Budgets as Determined

**COST:**

Not-to-Exceed - \$182,000

**VENDORS:**

Infinity Sound, Ltd. – *BuyBoard Contract #655-21, #663-22*  
Texas Scenic Company Inc. – *RFP #19-015*

**PURCHASING MECHANISMS:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

**Infinity Sound, Ltd.**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contracts #655-21 and #663-12. Supporting documentation is attached. The recommended vendor is listed above.

**Competitive Solicitation**

**Texas Scenic Company Inc.**

***Purchasing Support Documents Needed:***

*FWISD 19-015-C*

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

District Operations  
All Schools and Facilities

**RATIONALE:**

Approval will ensure that District Operations can respond quickly to necessary repairs and small projects for the 2022-2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn



**ACTION AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:      APPROVE PURCHASE OF MINOR GROUND SURFACE SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through purchasing cooperatives, to purchase ground surface services, as needed at campuses and facilities for minor and unanticipated repairs or small projects. Services include: 1) Adding earth to low areas due to erosion caused by weather or excessive use; 2) Leveling high or low areas; 3) Laying sod; 4) Spreading fertilizer; and 5) Aerating. The Department is requesting a not-to-exceed amount of \$309,000 based on previous annual expenditures and upcoming planned projects.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Ground Surface Services
2. Decline to Approve Purchase of Minor Ground Surface Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Minor Ground Surface Services

**FUNDING SOURCE:      Additional Details**

General Funds                      199-51-6299-001-XXX-99-451-00000

**COST:**

Not-to-Exceed - \$309,000

**VENDOR:**

Turf and Soil Management Contract Services, LLC – *BuyBoard #611-20*

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract 611-20. Supporting documentation is attached. The recommended vendor is listed above.

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

All Schools and Facilities  
District Operations

**RATIONALE:**

Maintaining the grounds at campuses and facilities is needed for safety as well as aesthetics.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF MINOR PLAYGROUND EQUIPMENT,  
REPAIRS, PARTS, AND INSTALLATION SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to provide playground and recreational equipment, parts and installation, as needed for minor and unanticipated repairs or small projects across the District. The Department is requesting a not-to-exceed amount of \$244,800 based on previous annual expenditures and upcoming planned projects.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services
2. Decline to Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Minor Playground Equipment, Repairs, Parts, and Installation Services

**FUNDING SOURCE:        Additional Details**

Various Funds

Department and Campus Budgets as Determined

**COST:**

Not-to-Exceed - \$244,800

**VENDOR:**

Playground Solutions of Texas, Inc. – *BuyBoard Contract #592-19, #665-22*

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contract #592-19 & #665-22. Supporting documentation is attached. The recommended vendor is listed above.

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

District Operations  
All Schools and Facilities

**RATIONALE:**

Approval will ensure that District Operations can respond quickly to necessary repairs and small projects for the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**       **APPROVE PURCHASE OF MINOR PAINTING PROJECTS AND POWER WASHING SERVICES**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase minor painting and power washing services in the event the timing or volume of the work exceeds the capacity of the internal Department. Services include interior and exterior painting of buildings, parking lots and power washing. The Department is requesting a not-to-exceed amount of \$436,000 based on previous annual expenditures and planned projects. Spending will not exceed the overall departmental budget.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Painting Projects and Power Washing Services
2. Decline to Approve Purchase of Minor Painting Projects and Power Washing Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Minor Painting Projects and Power Washing Services

**FUNDING SOURCE:**

***Additional Details***

Various Funds

Department and Campus Budgets as Determined

**COST:**

Not-to-Exceed - \$435,000

**VENDORS:**

TJs Professional Painting and Construction, LLC – *TIPS Contract #200201*  
Stripe Right – *TIPS Contract #200201, #200602, #220605*

**PURCHASING MECHANISMS:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

**TJ’s Professional Painting and Construction, LLC**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract TIPS Contract #200201. Supporting documentation is attached. The recommended vendor is listed above.

**Stripe Right**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System Contracts #200201, #200602 and #220605. Supporting documentation is attached. The recommended vendor is listed above.

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

All Schools and Facilities  
District Operations

**RATIONALE:**

Approving the not-to-exceed amount for minor painting projects and power washing services will enable the District to provide building upkeep for the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF MINOR SUPPLIES FOR MAINTENANCE,  
OPERATIONS, AND THE WAREHOUSE**

**BACKGROUND:**

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase various supplies for use by maintenance and operations, and for warehouse stock that is accessed across the District. The intent of these purchases is to have necessary supplies on hand for the Maintenance Department and to keep the Warehouse stocked for immediate inventory access District-wide. These are not for a single, significant purchase as part of a specific project or initiative. The Department is requesting a not-to-exceed amount of \$2,915,000 based on previous annual expenditures and upcoming planned projects.

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse
2. Decline to Approve Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Minor Supplies for Maintenance, Operations, and the Warehouse

**FUNDING SOURCE:        Additional Details**

Various Funds                      Operations Budgets as Determined

**COST:**

Not-to Exceed - \$2,915,000

**VENDORS:**

Dealers Electrical Supply Company – *BuyBoard Contract #602-20, #618-20, #657-21*  
The Home Depot Pro – *BuyBoard Contract #649-21, #657-21*  
Grainger – *Omnia Contract #R192002*  
Lowe’s – *Omnia Contract #R192006*  
Office Depot – *Omnia Contract #R171404, #R190303, #R190502, #R211302, #R210405*  
School Specialty – *Omnia Contract #R191815, #R190503, #R201105*  
Brady Industries of Texas, LLC – *RFP 21-068*  
Complete Supply, Inc – *RFP #21-068*  
M.A.N.S. Distributors, Inc – *RFP #21-068*  
Pyramid School Products – *RFP #20-040, RFP #21-068*  
School Health Corp – *RFP #19-126, RFP #21-071*

**PURCHASING MECHANISMS:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

*Cooperative - Contract and Quote*

**Dealers Electrical Supply Company**

**The Home Depot Pro**

These purchases will be in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Buyboard, Contracts #602-20, #618-20, #649-21 and #657-12. Supporting documentation is attached. The recommended vendors are listed above.

**Grainger**

**Lowe’s**

**Office Depot**

**School Specialty**

These purchases will be in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Omnia Partners - Region 4 Contracts #R192002, #R19206, \$R171404, #R190303, #R190502, #R211302, #R210405, #R191815, #R190503 and #R201105. Supporting documentation is attached. The recommended vendor is listed above.

**Competitive Solicitation**

**Brady Industries of Texas, LLC**

**Complete Supply, Inc**

**M.A.N.S. Distributors, Inc**



**Pyramid School Products**  
**School Health Corp**

*FWISD RFP - #21-068, #20-040, #19-126 and #21-071*

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

District Operations

**RATIONALE:**

Approving supply purchases for maintenance, operations, and the warehouse will ensure that District Operations can respond quickly to supply needs for the District during the 2022 - 2023 school year.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF FURNITURE, FIXTURES AND EQUIPMENT (FF AND E) FOR WESTPARK RELIEF ELEMENTARY SCHOOL JOB #256-131 IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

As a result of the 2021 Bond Election, the Board of Education approved authorization to enter into a construction contract for the new Westpark Relief Elementary School (Job #256-131) on March 22, 2022. The Capital Improvement Program (CIP) Department is in the process of finalizing the quote for this purchase. This agenda item requests authorization to purchase furniture, fixtures, and equipment for the new school in an amount not-to-exceed \$3,200,000. Quotes are available upon request from the Purchasing Department.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Furniture, Fixtures and Equipment (FF and E) for Westpark Relief Elementary School Job #256-131 in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Purchase of Furniture, Fixtures and Equipment (FF and E) for Westpark Relief Elementary School Job #256-131 in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Furniture, Fixtures and Equipment (FF and E) for Westpark Relief Elementary School Job #256-131 in Conjunction with the 2021 Capital Improvement Program

**FUNDING SOURCE:       *Additional Details***

CIP 2021                               661-81-XXXX-B43-256-99-000-256131

**COST:**

Not-to-Exceed - \$3,200,000

**VENDORS:**

MeTEOR Education, LLC – *Omnia/Region 4 Contract #R191810-4*  
The Clavier Group, Inc. DBA Steinway Hall – *BuyBoard #619-20*

**PURCHASING MECHANISM:**

**Cooperative Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Cooperative Agreement. Pricing obtained through the Buyboard, Contract 619-20 and Omina Partners Region 4, Contract R191810-4. Supporting documentation is attached. The recommended vendor is listed above.

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

Capital Improvement Program  
Westpark Relief Elementary School

**RATIONALE:**

The purchase of FF and E is necessary for the opening of the new Westpark Relief Elementary School in conjunction with the 2021 Capital Improvement Program.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM  
BOARD MEETING  
December 13, 2022**

**TOPIC:       APPROVE PURCHASE OF LAPTOPS FOR TEACHERS AND STUDENTS AT HIGH SCHOOLS**

**BACKGROUND:**

The Board approved laptops for teachers and high school students at the February 2022 board meeting. The original laptop board approval did not account for innovation schools which have students from grades 6-12. To ensure all students at the school received the same type of device additional devices are needed to complete the laptop distribution.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Laptops for Teachers and Students at High Schools
2. Decline to Purchase of Laptops for Teachers and Students at High Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Laptops for Teachers and Students at High Schools

**FUNDING SOURCE:       *Additional Information***

TRE	198-11-6396-001-XXX-11-423-000000
	198-11-6399-001-XXX-11-423-000000

**COST:**

\$1,379,872

**VENDOR:**

Apple Inc.

**PURCHASING MECHANISM:**

**Cooperative Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources, Contract DIR-TSO-3789. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- *Inter-Local (IL) – Price Quote and IL Contract Summary Required*

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

All High Schools

**RATIONALE:**

Approval of this request will provide additional laptops for teacher and high school distributions.

**INFORMATION SOURCE:**

Marlon Shears

# Apple Inc. Education Price Quote

**Customer:** ACCTS PAYABLE DEPT/STE NW 140-E **Apple Inc:** Minesh Patel  
 FT WORTH INDEPENDENT SCHOOL One Apple Park Way  
 DIST ACCTS PAYABLE DEPT/STE NW Cupertino, CA 95014  
 140-E Phone: +1-214-2584401  
 Phone: 817-814-3002 email: mp3@apple.com  
 email: marlon.shears@fwisd.org

**Apple Quote:** 2211640392

**Quote Date:** Thursday, November 17, 2022

**Quote Valid Until:** Saturday, December 17, 2022

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

Please reference State of TX DIR-TSO-3789 on your order

Order cannot be combined with any other sales promotions or offers.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	<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>	1,600	\$879.00	\$61.53	\$817.47	\$1,307,952.00
2	<b>Brenthaven 360 case for MacBook Air 13-in. (M1) – Special 5-pack Pricing (contains qty. 5 HPUR2VC/A)</b> Part Number BTHG2LL/A	320	\$224.75	\$0.00	\$44.95	\$71,920.00

**Brenthaven 360 case for MacBook Air 13-in. (M1)**  
 Part Number: HPUR2VC/A  
 Quantity: 1,600

Extended EDU List Price Total **\$1,478,320.00**

<b>Total Discount</b>	\$98,448.00
<b>Extended Discounted Price Subtotal</b>	\$1,379,872.00
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
<b>Extended Discounted Total Price*</b>	<b>\$1,379,872.00</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 2211640392. 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
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, December 17, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 1800008497110  
<https://ecommerce.apple.com>

Fax:





**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:**        **APPROVE CONFIGURATION SERVICES FOR ELEMENTARY STUDENT MOBILE DEVICES**

**BACKGROUND:**

The District purchased 21,000 mobile devices for elementary school students. Configuration services are needed to prepare these mobile devices to connect to the District network securely and to prepare for student use. These services include applying Fort Worth ISD settings, asset tagging, installing protective cases and keyboards, in addition to delivery to elementary school campuses.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Configuration Services for Elementary Student Mobile Devices
2. Decline to Approve Configuration Services for Elementary Student Mobile Devices
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Configuration Services for Elementary Student Mobile Devices

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

TRE                                198-53-6299-001-999-99-423-000000

**COST:**

\$286,860

**VENDOR:**

GTS

**PURCHASING MECHANISM:**

**Competitive Solicitation**

***Purchasing Support Documents Needed:***

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

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

District-Wide

**RATIONALE:**

Approval of these services will prepare the mobile devices for student instructional use.

**INFORMATION SOURCE:**

Marlon Shears



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

# Quote

**Quote #:** QT0092138  
**Date:** 11/16/2022  
**Delivery Date:**  
**Expire Date:** 12/30/2022  
**Customer ID:** TXFWISD21000  
**Sales Contact:** Brandon Santos

QUOTE FOR:		SHIP TO:	
Fort Worth Independent School District		Fort Worth Independent School District	
CUSTOMER P.O. NO.	TERMS	SALES REP	
	Net 30 Days	Jeff Dawson	
SHIPPING TERMS		SHIP VIA	

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	SERVICES: DEPLOYMENT CLIENT SE: SERVICES: iPad Services - Asset Tagging/ Cases/ Deliver/ Enroll NOTE: Please see SOW for full details. Signed SOW needed with FWISD PO.	DIR-CPO-4754	21,000.00	EACH	\$13.66	\$286,860.00

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$286,860.00
	<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>	\$286,860.00

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:    **APPROVE AMENDED AUTHORIZATION FOR FORT WORTH AFTER-SCHOOL TO ENTER INTO CONTRACTS FOR PROVISION OF FULL-SERVICE PROVIDERS FOR THE 2022 - 2023 SCHOOL YEAR****

**BACKGROUND:**

Fort Worth ISD (FWISD) has collaborated with the City of Fort Worth to provide after-school programs since the fiscal year 2000-2001. Fort Worth After-School (FWAS) is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). On July 26, 2022, the Board Trustees approved an Action Agenda Item, *Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022-2023 School Year*. This included those Fort Worth After School (FWAS) sites that would be managed by a contracted provider as well as the associated dollars allocated for each of those campuses. Submitted annually for Board approval, the authorization request allows FWISD to enter into contracts and generate purchase orders for various CBOs for the school year utilizing local funds, Elementary and Secondary School Emergency Relief Fund (ESSER) funds, and a charitable donation from the Rainwater Charitable Foundation (for the five (5) Leadership Academies).

Recently, the Department discovered a funding discrepancy during the purchasing phase. Although the July 26, 2022 Board item included Cesar Chavez Elementary as a site managed by YMCA, the funding amount for this site was inadvertently omitted from the total reported on the Action Agenda Item and approved by the Board. Each of the four (4) ESSER-funded sites (World Languages Institute, M.H. Moore Elementary School, Daggett Montessori and Cesar Chavez Elementary School) should have been allocated \$44,800 with a collective total cost of \$179,200. However, the Board item only reflected sufficient funds for three (3) sites. The additional \$44,800 increases the overall Board item cost from \$1,605,610 to \$1,650,410. To resolve this discrepancy, Board approval is requested on an amended *Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year*.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Amended Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year
2. Decline to Approve Amended Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Amended Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year

**FUNDING SOURCES:**      *Additional Details*

General Fund	199-61-6299-XXX-XXX-30-395-000000.....	\$1,271,210
Special Revenue	498-61-6299-LDA-XXX-24-395-000000-21L89.....	\$200,000
ESSER Fund	282-61-6299-001-XXX-24-950-000395-22F32.....	\$179,200

**COST:**

Not-to-Exceed - \$1,650,410

**VENDORS:**

- Camp Fire
- City of Fort Worth
- Clayton Youth Services
- YMCA

**PURCHASING MECHANISMS:**

**Competitive Solicitation**

*FWISD RFP 22-082*

***Purchasing Support Documents Needed:***

*Bid/Proposal Statistics*

- Bid Number: 22-082
- Number of Bid/Proposals received: 15
- HUB Firms: 3
- Compliant Bids: 15

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

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

Fort Worth After School (# of sites in parenthesis)

**Camp Fire (2):**

Diamond Hill Elementary School  
Sam Rosen Elementary School

**City of Fort Worth (7):**

The Leadership Academy at Como Elementary School (Special Revenue)  
De Zavala Elementary School  
Greenbriar Elementary School  
D. McRae Elementary School  
Seminary Hills Park Elementary School  
Daggett Middle School  
Daggett Montessori (ESSER)

**Clayton Youth Services (5):**

Glen Park Elementary School  
Meadowbrook Elementary School  
Oaklawn Elementary School  
Sagamore Hill Elementary School  
Young Men's Leadership Academy (YMLA)

**YMCA (20):**

Carroll Peak Elementary School  
Manuel Jara Elementary School  
Rufino Mendoza Elementary School  
S.S. Dillow Elementary School  
The Leadership Academy at Maude I. Logan Elementary School (Special Revenue)  
Eastern Hills Elementary School  
The Leadership Academy at John T. White Elementary School (Special Revenue)  
Kirkpatrick Elementary School  
The Leadership Academy at Mitchell Boulevard Elementary School (Special Revenue)  
M.H. Moore Elementary School (ESSER)  
Charles E. Nash Elementary School  
Luella Merrett Elementary School  
Washington Heights Elementary School  
Lowery Road Elementary School  
Cesar Chavez Elementary School (ESSER)  
J.P. Elder Middle School  
The Phalen Leadership Academy at Forest Oak Middle School (Special Revenue)  
William James Middle School  
The Leadership Academy at Forest Oak 6th Grade  
World Languages Institute (ESSER)

**RATIONALE:**

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often, and receive fewer referrals than their counterparts. Additionally, funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the five (5) Leadership Academies.

**INFORMATION SOURCE:**

Cherie Washington

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE LICENSE AGREEMENT WITH MULTIPURPOSE ARENA  
FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORPORATION  
FOR THE 2023 GRADUATION CEREMONIES**

**BACKGROUND:**

In 2022, Fort Worth ISD (FWISD) returned to a more traditional in-person setting where matriculating schools could commemorate graduation. Fort Worth ISD hosted 2022 graduations at Dickies Arena (a.k.a. Multipurpose Arena Fort Worth) for its 14 traditional high schools. As the District continues to support venue opportunities for larger matriculating schools, we propose to host FWISD graduations at Dickies Arena. The graduation dates being considered are Thursday, June 1, 2023, - Sunday, June 4, 2023. To ensure that the families of these graduating seniors have the opportunity to support their graduates at this culminating event, a parking buyout component for these graduations was built into the license agreement.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve License Agreement with Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corporation for the 2023 Graduation Ceremonies
2. Decline to Approve License Agreement with Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corporation for the 2023 Graduation Ceremonies
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve License Agreement with Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corporation for the 2023 Graduation Ceremonies

**FUNDING SOURCE:**       *Additional Details*

General Fund                               199-11-6266-001-XXX-11-611-000000



**COST:**

\$402,000.00

Base license fee includes the parking buyout for each of the graduation events. 20% deposit is due upon execution of the agreement. A \$30,000.00 one-time credit will be applied at settlement.

**VENDOR:**

Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corp.

**PURCHASING MECHANISM:**

Interlocal Agreement

***Purchasing Support Documents Needed:***

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

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

**Schools:**

#001 - Carter-Riverside High School	#009 - Polytechnic High School
#002 - Arlington Heights High Schools	#010 - Paschal High School
#003 - South Hills High School	#011 - Trimble Tech High School
#004 - Diamond Hill-Jarvis High School	#014 - Southwest High School
#005 - Dunbar High School	#015 - Western Hills High School
#006 - Eastern Hills High School	#016 - O.D. Wyatt High School
#008 - North Side High School	#071 - Benbrook Middle-High School

**Departments:**

School Leadership	Student Support Services
-------------------	--------------------------

**RATIONALE:**

Graduation is one of those milestones that families look forward to celebrating with their children. The facility has all the accommodations which include convenient location, space and parking for these events. Furthermore, providing access to on-site parking at no out-of-pocket expense to seniors graduating at Dickies Arena will allow families, that may not have otherwise been able to afford the parking fee, to attend this culminating event. A majority of Fort Worth ISD students are designated as economically disadvantaged. Students that meet this classification are eligible for free or reduced-price meals under the National School Lunch and Child Nutrition Program.

**INFORMATION SOURCE:**

Cherie Washington

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "Agreement") is made and entered into by and between **MULTIPURPOSE ARENA FORT WORTH D/B/A TRAIL DRIVE MANAGEMENT CORP**, a Texas non-profit corporation ("Licensor"), having its principal office at 1911 Montgomery Street Fort Worth Texas, 76107 and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas and a legally constituted Independent School District ("Licensee"), located within Fort Worth, Tarrant County, Texas, to be effective as of the 12<sup>th</sup> day of September, 2022 (the "Effective Date").

### RECITALS

**A.** Licensor manages and operates the multipurpose arena and adjacent support facilities in Fort Worth, Tarrant County, Texas, known as the Dickies Arena (the "Arena"), and has the authority to license the use of the Arena to others for the purposes of holding and presenting events.

**B.** Licensee desires to license the use of the Arena for the purpose of holding a presenting a special event on the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed in this License, Licensor and Licensee agree as follows:

**1. Grant of License; Premises.** Licensor hereby grants to Licensee, upon the terms and conditions set forth in this Agreement, a license to use, and Licensor shall make available to Licensee, the portions of the Arena and its facilities and adjacent areas as may be necessary for the presentation of the **2023 FORT WORTH INDEPENDENT SCHOOL DISTRICT HIGH SCHOOL GRADUATIONS** (the "Event"), including the Arena's floor, seating facilities, access areas, scoreboard, public address system, sound systems, dressing rooms, press rooms, corridors, stairways, walks and lavatories in or about the Arena and Arena parking lot (the "Licensed Premises"). Licensee acknowledges that the Licensed Premises do not include the exhibit hall adjacent to the Arena and Licensee has no right or license to use the exhibit hall pursuant to this Agreement. Licensee may use the Licensed Premises only to conduct and present the Event during the Term specified below and on the terms and conditions set forth in this License. Licensee agrees that it is licensing the Licensed Premises "AS IS", that no oral representations as to the condition thereof or as to the terms of this License were made by Licensor, and that the Licensed Premises shall not be altered, repaired, added to, improved or changed without the prior written consent of Licensor.

**2. Term; Scheduling.**

**A. Term.** The term of the license granted for the Event shall commence Thursday, June 1, 2023 at 8:00 AM, and shall expire Sunday, June 4, 2023 at 10:00 PM (the "Term"). Exhibit A reflects the specific times per day of each scheduled commencement.

**B. Load-In/Load-Out.** In addition to the period set forth in the preceding paragraph, Licensor shall make the Licensed Premises available to Licensee, without charge, for (i) preparation of the Event, including delivery, load-in, and set-up of Licensee's freight and other properties on June 1, 2023 beginning at 5:00 AM, and (ii) load-out immediately following conclusion of the Event on June 4, 2023, ending at a mutually agreed time but in any event no later than 11:59 PM on June 4, 2023 (the "Load-In/Load-Out Period").

C. **Scheduling.** Licensee shall be solely responsible for the coordination of any and all deliveries for the Event (or each session thereof) during the Load-In/Load-Out Period, and shall use best efforts to coordinate and conduct its activities in such a way as to minimize interference with Licensor's use of the Arena. If the Event (or any session thereof) shall run beyond 11:59 p.m. on any of the Event nights, or if load-out shall run beyond the mutually agreed upon time, Licensee shall be responsible for any additional expenses incurred by Licensor.

**3. Duties of Licensee.** In connection with the presentation of the Event, Licensee shall provide (or cause to be provided) and pay for the following:

A. All participants and staff required for the proper presentation of the Event, including but not limited to performer, performer medical staff, sound system, lighting, technical, catering, any set-up personnel, and any other staff regularly employed by Licensee or necessary for proper presentation of the Event, together with Workers' Compensation Insurance with respect to such personnel as required by law;

B. All tangible items of property necessary for the proper presentation of the Event;

C. All ASCAP, BMI, Sesac, music synchronization, and similar licenses required for the use of copyrighted or licensed music in connection with the presentation of the Event, and all other licenses or permits required in connection with the use of the Arena for the Event, all of which licenses and permits shall be procured by Licensee prior to commencement of the Term and presented to Licensor upon request;

D. The advertising, promotion and publicity campaign necessary and desirable to promote the Event;

E. Except for the specific obligations of Licensor set forth in Section 4 below, all obligations of any kind or nature with respect to the Event shall be the sole responsibility of Licensee, and Licensee shall comply with all rules, regulations, laws, ordinances, and other regulations as may be in effect at the times during the Term.

**4. Duties of Licensor.** In connection with the presentation of the Event, Licensor shall provide, or cause to be provided, the following (the costs of which shall be borne by Licensee in addition to the Base License Fee [as defined in Section 6.A. below], except as otherwise expressly provided below):

A. The Arena, including the general concourse area, public address systems and such other parts or areas of the Arena as may be necessary for Licensee to present and produce (if applicable) the Event (the costs of which shall be included within the Base License Fee);

B. Electricity and other utilities for lighting, heating, air conditioning and other services used in conjunction with the Event and the set-up and removal related thereto;

C. Cleaning and janitorial service during and after the Event;

D. All necessary support services, including, but not limited to, all ancillary staff necessary to hold the Event at the Arena (other than those being provided by Licensee pursuant to Section 3.A. above), including ushers, doormen, emergency medical technicians (for patrons only), security guards and supervisors, change-over and set-up crew, house plumber, heating and air conditioning

superintendent, electrician, carpenter, telephone operator and ticket takers for the day or evening of each session of the Event;

E. 50 complimentary parking spaces per ceremony for administration, school board, and staff;

F. Additional items, personnel and services, other than those set forth above, which Licensee requests to be provided in connection with the Event and which Licensor is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, catering, and lighting and/or sound equipment other than the current sound or lighting system in Arena, all of which shall be subject to the approval of Licensor.

## **5. Marketing and Advertising.**

A. Promotion of the Event. Licensee, at its expense, shall provide the necessary personnel to, and shall use its best efforts to, market and promote the Event.

B. Marketing and Advertising of the Event.

(1) All advertisements for the Event shall be developed by or at the request of Licensee (including, but not limited to, all advertising publicity material, promotions material, press releases, posters, flyers and handbills) and shall be produced at the sole cost and expense of Licensee.

(2) Licensee may transmit, record or videotape or otherwise reproduce or disseminate any part of, or a description of any part of, the Event (including, but not limited to, radio, television, cable television, commercial television, closed circuit television and/or pay television, video disc or phonograph recording).

(3) Without the prior written approval of Licensor, which approval may be withheld in Licensor's sole discretion, Licensee shall not permit any commercial banner, signage, advertisement or promotional announcement to be posted or made within the Arena.

(4) Licensee shall make mention of the name "Dickies Arena" as the site of the Event in connection with any advertising or promotion thereof. All promotional materials shall contain the standard "Dickies Arena" logo prescribed by Licensor to identify the Dickies Arena, positioned full width across the bottom of any promotional materials. All such uses of the "Dickies Arena" name, logo, service mark, or other copyrighted material belonging to Licensor or otherwise pertaining to the Arena must be approved by Licensor prior to the dissemination of any promotional materials, which approval may be withheld in Licensor's sole discretion.

C. Notice in the Event of Cancellation. In the event of cancellation of the Event, it shall be the responsibility of Licensee to make a public announcement, at Licensee's expense, concerning the cancellation as soon as possible following the cancellation, including making announcements, where time constraints allow, in media where paid advertisements for the Event were run.

## **6. License Fee.**

A. In consideration for the license to use the Licensed Premises granted herein, and Licensor's agreement to provide the items set forth in Section 4 above, Licensee shall pay Licensor the following (collectively, the "License Fee"):

(1) A flat fee of Four Hundred and Two Thousand Dollars (\$402,000.00) Dollars (the “Base License Fee”). The Base License Fee shall include all reimbursable items in Sections 4.A through 4.E., as well as a parking buyout, and to exclude any applicable taxes required to be paid to any governmental entity thereon.

(2) Licensee shall be responsible for stagehands, , overnight security, any applicable taxes required to be paid to any governmental entity for the Event or on any payments made by Licensee to Licensor under this Agreement, advertising, insurance, engineering fee (if required) and all other reimbursable expenses listed in Section 4.F. above.

**B. One Time Credit.** Licensor shall give Licensee a one-time credit of Thirty Thousand Dollars (\$30,000.00) to be applied at settlement.

**C. Deposit.** Licensee shall pay 20% of the Base License Fee to Licensor upon execution of this Agreement. Licensee shall not be entitled to the payment of any interest whatsoever on the deposit paid to Licensor.

**D. Settlement.** At the conclusion of the Event (or each session of the Event, if applicable), Licensor and Licensee shall conduct a preliminary settlement respecting all items of income and expense which are subjects of this Agreement. At said settlement, Licensee and Licensor shall preliminarily account to the other for all income items received by each as of such date and shall make payment to the other (if applicable) of any and all sums due to the other in accordance with this Section 6. A final settlement shall be made by the parties within seven (7) business days following the expiration of the Term.

**E. Collection of License Fee.** Licensee shall pay Licensor the License Fee and any and all additional fees due hereunder without abatement, deduction or set-off.

**7. Licenses.** Licensee shall secure in advance, prior to commencement of the Term, (a) all licenses and permits that may be required by or in connection with the use of the Arena for the Event and (b) all licenses required by any performing arts societies, such as ASCAP and/or BMI, for music or other works to be utilized or displayed in connection with the Event, and to also include music synchronization rights licensing. Licensee shall do all other acts necessary to comply with all laws and requirements of all public authorities and all rules and regulations of Licensor in connection with the presentation of the Event. Licensee shall not use the name, likeness or image of any player, performer or other attraction in connection with the Event or the advertising thereof unless Licensee shall have entered into a license or similar agreement with such party respecting such rights.

## **8. Concessions/Merchandising/ Parking Programs.**

**A. Concessions.** Licensor specifically reserves to itself and its concessionaires the exclusive right to operate, license, or permit others to operate during the Term any and all concessions for the sale of food, refreshments, beverages, any other concessions and other merchandise of any kind in all of the facilities of the Arena, and Licensor specifically reserves and retains all proceeds from the sale of such food, refreshments, beverages, and other concessions and merchandise at the Event (except as otherwise provided in Section 8.B. below). Licensee shall not sell or distribute, whether or not on a complimentary basis, any food, beverage, or other merchandise and shall have no right to operate any concessions during the Event, without obtaining Licensor's prior written approval, which approval shall be in Licensor's sole discretion.

**B. Merchandise.** Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate, during the Term, any and all retail sales of floral concessions.

**C. Parking.** With the exception of paragraphs 4E and 6A.1. above, neither Licensee nor any of its officers, agents, employees, independent contractors, or others in any way connected with Licensee, shall park any vehicles of any kind anywhere on the Licensed Premises unless approved in writing by Licensor in each instance. If such parking is approved, the approved parties may park only in such areas and at such times as are specifically designated by Licensor. Licensor reserves and retains for itself the exclusive right to operate, license, or permit others to operate during the Term any and all parking programs or parking privileges, and all proceeds from the sale of such parking privileges. As stated in Section 6 above, a parking buy-out is included in the Base License Fee.

**9. Time of Occupancy.** Licensor shall open the Arena to the public at least one (1) hour before the Event (or each session thereof).

**10. Insurance.**

**A. Liability Insurance Coverages.** Licensee shall, at its sole expense, maintain in effect at all times throughout the Term and the Load-In/Load-Out Period insurance coverage with limits not less than those set forth below with insurers satisfactory to Licensor and licensed to do business in Texas:

<u>Insurance</u>	<u>Minimum Limits</u>
Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000

This policy shall include a waiver of subrogation in favor of Indemnitees.

Commercial General Liability	\$1,000,000
Bodily Injury/Property Damage	each occurrence or equivalent, subject to a \$2,000,000 aggregate

This policy shall be on a form acceptable to Licensor endorsed to include the Indemnitees as additional insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnitee, and shall include the following coverages:

- a) Premises/Operations
- b) Independent Contractors
- c) Limited Form Contractual specifically in support of, but not limited to, the indemnity section of this License
- d) Broad Form Property Damage
- e) Personal Injury Liability with contractual and employee exclusions removed

Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit
------------------------------------	-----------------------------------

This policy shall be on a form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnitees as additional

insureds, contain severability of interest endorsements, state that the insurance is primary over any other insurance carried by any Indemnatee, and shall include a waiver of subrogation in favor of Indemnitees.

**B. Personal Property Insurance.** Licensee shall at all times throughout the Term and the Load-In/Load-Out Period, at its sole cost and expense, maintain in full force and effect insurance against fire, vandalism, malicious mischief, business interruption, and such additional and other perils as now are or hereafter or may be included in an “All Risks” insurance policy, which shall insure Licensee’s interest in trade fixtures, furnishings, equipment, stock, improvements, betterments, and other items of personal property constructed or placed in the Licensed Premises, extra expense, business interruption or loss of income, in an amount not less than one hundred percent (100%) of their replacement value. Said insurance policy shall provide for the following: (a) no coinsurance or contribution clause; (b) replacement cost endorsement; and (c) deductible amount not to exceed \$1,000.00 without the prior written consent of Licensor.

As long as this License is in effect, the proceeds from any such policy shall be used for the repair and replacement of Licensee’s trade fixtures, equipment, merchandise, and business interruption or loss of income.

**C. Licensor’s Right to Provide Insurance.** If Licensee refuses or fails to provide the insurance required to be carried by Licensee pursuant to this Section 10, Licensor shall have the right, but not the obligation, to obtain such insurance and, within ten (10) days after receipt by Licensee of Licensor’s request for reimbursement, Licensee shall reimburse Licensor for the cost of such insurance.

**D. Certificates.** Evidence of these coverages represented by certificates of insurance issued by the insurance carrier must be furnished to Licensor prior to Licensee entering upon the Licensed Premises. Certificates of insurance shall specify the additional insured status mentioned above as well as the waivers of subrogation. Such certificates of insurance shall state that the insurance carrier will endeavor to provide written notice to Licensor thirty (30) days prior to cancellation, material change, or non-renewal of insurance, except in the case of non-payment of premiums, for which notice is ten (10) days. Licensee shall provide to Licensor upon request a certified copy of any and all applicable insurance policies. Timely renewal certificates will be provided to Licensor as the coverage renews..

## **11. Indemnity.**

**A. INDEMNITY. TO THE EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR, TRAIL DRIVE HOSPITALITY, LLC, TDH-MGR, LLC, EVENT FACILITIES FORT WORTH, INC., THE CITY OF FORT WORTH, AND THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, OFFICIALS, AND EMPLOYEES (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS’ FEES, AND COSTS OF INVESTIGATION), AND ACTIONS OF ANY KIND (COLLECTIVELY, “CLAIMS”) ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN, OR ABOUT THE LICENSED PREMISES OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, CONTRACTOR, SUBCONTRACTOR, PATRON, ARTIST, OR GUEST OF LICENSEE, OR BY ANY BREACH, VIOLATION, OR NONPERFORMANCE OF ANY**



COVENANT OF LICENSEE UNDER THIS LICENSE EVEN IF SUCH CLAIMS ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, SHALL DEFEND SUCH ACTION OR PROCEEDING, AT LICENSEE'S EXPENSE. THE PROVISIONS OF THIS SECTION APPLY TO ALL ACTIVITIES OF LICENSEE WITH RESPECT TO THE EVENT AND THE LICENSED PREMISES, WHETHER OCCURRING BEFORE OR AFTER THE EFFECTIVE DATE AND BEFORE OR AFTER THE EXPIRATION OR TERMINATION OF THIS LICENSE. LICENSEE'S OBLIGATIONS UNDER THIS PARAGRAPH ARE NOT LIMITED TO THE LIMITS OR COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THIS LICENSE.

**B. WAIVER:** ALL PERSONAL PROPERTY BROUGHT INTO THE LICENSED PREMISES BY OR ON BEHALF OF LICENSEE IS AT THE RISK OF LICENSEE ONLY, AND LICENSEE WAIVES ALL CLAIMS AGAINST INDEMNITEES FOR ANY DAMAGE TO OR THEFT OF PERSONAL PROPERTY IN THE LICENSED PREMISES, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE. TO THE EXTENT LICENSEE CHOOSES TO INSURE THIS PERSONAL PROPERTY, LICENSEE WILL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF ANY INDEMNITEE AND PROVIDE A CERTIFICATE OF INSURANCE VERIFYING THIS WAIVER. LICENSOR WAIVES AND RELINQUISHES ANY RIGHT OR CLAIM AGAINST LICENSEE FOR DAMAGE TO THE LICENSED PREMISES BY WAY OF SUBROGATION OR ASSIGNMENT, TO THE EXTENT COVERED BY INSURANCE PROCEEDS. LICENSOR SHALL REQUEST ITS INSURANCE CARRIER TO ENDORSE ALL APPLICABLE POLICIES WAIVING THE CARRIER'S RIGHT OF RECOVERY UNDER SUBROGATION OR OTHERWISE IN FAVOR OF LICENSEE, AND A CERTIFICATE OF INSURANCE WILL BE MADE AVAILABLE AT THE REQUEST OF LICENSEE.

**12. (Section Reserved).**

**13. Remedies Upon Breach.** If Licensee fails to present the Event for any reason, the amounts paid pursuant to Section 6.A. of this License shall be retained by Licensor as consideration for the execution of this License. This License may be terminated for material breach by Licensee or Licensor upon written notice from the non-defaulting party if the defaulting party has failed to cure such default within five (5) days, provided that, in emergency situations, a shorter cure period may be provided as the non-defaulting party shall reasonably specify in such notice. The parties acknowledge that, in emergency situations, the time that will be reasonable to cure such conduct may vary depending on such factors and the type of conduct involved, the ease or difficulty in discontinuing such conduct, and the harm to the non-defaulting party presented by such conduct. If the nature of the default is such that it is not susceptible to cure within five (5) days, the defaulting party shall commence such cure within the five (5)-day period and diligently and expeditiously prosecute the cure to completion. Upon termination of this License pursuant to this Section 13 Licensor shall be entitled to retain any amounts previously paid by Licensee pursuant to this License, any accrued responsibilities and liabilities of Licensee will not be extinguished, and Licensor shall not forfeit any claims or the exercise of any rights and remedies in connection with this License.

**14. Minors; Foreign Nationals.** In the event that any minor or foreign national is scheduled to appear in the Event which is the subject of this Agreement, Licensee shall, in advance of such Event, use best

efforts to ensure that such parties have obtained all necessary Employment Certificates and other permits and authorizations as may be required by any governmental authority and Licensee assumes all liabilities as the withholding agent pursuant to the requirements of the Internal Revenue Code and appropriate Federal Regulations.

#### **15. Compliance With Laws.**

**A. Compliance With Laws.** Licensee shall abide by, conform to and comply with, and shall use reasonable efforts to cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of Texas, the City of Fort Worth, and their respective agencies, and of any other governmental department or subdivision thereof having jurisdiction, as well as all rules and regulations of Licensor for the use, occupancy and operation of the Arena. If Licensee is controlling any sale or distribution of tickets, Licensee will comply with all federal, state and municipal laws, statutes, ordinances or regulations relating to the payment of taxes or charges on tickets, admissions or reservations, and make returns and pay all such taxes or charges immediately when due, and indemnify Licensor against all liability, claim, loss or payment of any kind by reason of Licensee's failure or omission to comply with any such law or regulation and/or to pay all or any such taxes or charges.

**B. Americans with Disabilities Act.** Licensor is solely responsible for ensuring the premises' complies in all respects to the Americans with Disabilities Act.

**C. Copyright Laws.** Licensee represents and warrants that nothing contained in the Event or in any other way connected with Licensee's activities under this License shall violate or infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm, corporation, or entity.

**D. Performing Rights.** Securing of any payment for all performing rights for Licensee's Event is the sole responsibility of Licensee. Licensee agrees to indemnify, defend, protect, and hold harmless Licensor and its officers, agents, and employees against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges in connection with this License.

**E. Prohibited Activities.** Licensee shall not use or attempt to use any part of the Arena for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor. Licensee shall not commit any nuisance or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance or cause or produce, or permit to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors, with the exception of theatrical effects including, but not limited to, non-toxic smoke and fog.

**F. Labor Requirements.** Licensee agrees not to discriminate against any employee or any applicant for employment for any reason prohibited by law, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law. Licensee shall comply with all laws, rules, and regulations regarding labor as are applicable to operations on and related to the Licensed Premises and the Event. Should any labor disputes, jurisdictional or otherwise, occur as a result of or connected in any way with Licensee's activities under this License, Licensee assumes the burden of resolving any such disputes at Licensee's sole cost.

#### **16. Restrictions On and Further Obligations of Licensee.**

**A.** Condition of the Licensed Premises. Licensee shall use the Arena in a safe and careful manner. Licensee agrees not to do any act or suffer any act to be done during the Term of this Agreement which shall mar, deface or injure any part of the Arena. Licensee agrees that any and all equipment or property erected or placed on the Licensed Premises by Licensee shall be removed at Licensee's expense, and Licensee shall quit and surrender the Licensed Premises in clean condition and in as good order and condition as when taken, depreciation for reasonable use thereof excepted, at the end of the Load-In/Load-Out Period.

**B.** Fireproofing. If Licensee brings into the Arena any additional displays, props, decorations, materials or other personal property, it must fully comply with the Fire Code of the City of Fort Worth. Among other precautions, cloth, paper decorations, pine boughs, leaves, tree branches and all other decorations must be flame proofed. Use of combustible material is forbidden. Licensor may require that all decorations, drapes, curtains, electric wiring, structures, scenery, sets, costumes, and other materials furnished or erected by Licensee be fireproofed. Licensee shall comply with all such rules, regulations, laws, ordinances, and other regulations related to fireproofing such materials. Licensee understands that approval from the Bureau of Fire Prevention must be obtained before bringing into the Arena explosives, gasoline, kerosene, acetylene or other fuel or combustibles. Such a permit shall be submitted for review to Licensor upon receipt and prior to the commencement of the Term. Licensee understands that the firefighting equipment in the buildings, such as fire extinguishers and fire hose cabinets and exits, shall not be covered or concealed in any manner whatsoever from public view or access.

**C.** Vehicles. No gasoline motor driven vehicles will be permitted to enter into the building, except at Licensor's discretion.

**D.** Access of Licensor.

(1) Licensor and its authorized representatives shall have the right at all times to enter upon and have access to the Arena.

(2) A duly authorized representative of Licensee shall be in attendance at the Arena when the doors are opened and throughout the Event scheduled hereunder. Licensee shall provide all of its representatives and working personnel to be admitted to any part of the Arena with distinctive, visual identification which shall be approved by Licensor prior to the commencement of the Term.

(3) In licensing the use of the Arena to Licensee, it is understood that Licensor does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. The decision of Licensor's representative as to the number of persons that can safely and freely move about in the Arena shall be final.

(4) All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the Arena shall be kept unobstructed by Licensee and not used for any other purpose other than ingress or egress.

**E.** Liens. Licensee shall keep the Licensed Premises free of any liens or claims of lien arising from any work performed, material furnished, or obligations incurred by or on behalf of Licensee in connection with the Licensed Premises, and Licensee agrees to defend, indemnify and hold harmless Licensor from and against any such lien or claim or action thereon, together with related costs of suit and attorneys' fees incurred by Licensor. If Licensee fails to pay or disputes the accuracy or validity

of any claim of lien, Licensee shall within ten (10) days after written request by Licensor record such bond as will release the Licensed Premises from the lien or claim of lien.

**17. Miscellaneous.**

**A. Entirety.** The terms set forth in this License constitute the entire agreement between the parties hereto. All prior negotiations and understandings have been merged herein. Licensee represents that no person acting or purporting to act on behalf of Licensor has made any promises or representations upon which Licensee has relied except those expressly stated herein. This License may only be altered by an instrument executed both by Licensee and Licensor in the same manner as this License is executed.

**B. Notice.** Written notices hereunder by Licensor or Licensee shall be given and shall be effective when served upon Licensor or upon Licensee, as the case may be, or, as an alternative, when deposited in the United States Mail by registered or certified mail properly addressed to Licensor or to Licensee, as the case may be, at the mailing address stated in this License. Licensee hereby waives all other forms of notices that are or may be prescribed by the laws of Texas. Notices shall be given to the parties hereto at the following addresses:

To Licensee: **FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
100 North University Dr NW 252  
Fort Worth, Texas 76107  
Attention: Dr. Cherie Washington

To Licensor: **MULTIPURPOSE ARENA FORT WORTH**  
**D/B/A TRAIL DRIVE MANAGEMENT CORP.**  
1911 Montgomery Street  
Fort Worth, Texas 76107  
Attention: Matt Homan  
Telephone: (817) 402-9000  
e-mail: [mhoman@dickiesarena.com](mailto:mhoman@dickiesarena.com)

Either party may change its address for notice by giving the other party ten (10) days' written notice of such change.

**C. Prohibition on Assignment.** Licensee shall not transfer, assign, hypothecate, or encumber this License or any right or interest therein nor sub-license the Licensed Premises or any part thereof nor in any way assign or transfer rights on or to the Licensed Premises, without in each case obtaining the prior written consent of Licensor, which consent shall be in Licensor's sole discretion.

**D. Relationship of Parties.** Nothing contained in this License shall be deemed or construed to create the relationship of landlord and tenant, of principal and agent, of partnership, or of joint venturer or of any association between Licensor and Licensee. Neither the method of computation of payment of fees nor any other provisions contained in this License nor any acts of the parties hereto shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein.

**E. Force Majeure.**

(1) If any event occurs whereby Licensor's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause beyond the reasonable control of Licensor, such as destruction or damage to the Arena or unfitness of the Arena for occupancy as a result of fire or other Act of God, riot, labor strike, national or local emergency, calamity or other cause not reasonably within Licensor's control (each a "Licensor Force Majeure"), Licensor's performance under this Agreement shall be suspended for the period of the Licensor Force Majeure, such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by Licensor, and Licensor shall return to Licensee any advance payment made to Licensor for the affected period without any further liability or obligation on the part of Licensor which arises out of such suspension.

(2) If any event occurs whereby Licensee's performance hereunder is materially hampered, whether before or during the Term, as a result (wholly or in part) of any cause not entirely within Licensee's control and which it could not by reasonable diligence have avoided (each a "Licensee Force Majeure"), then, Licensor or Licensee shall have the option, without liability to the other party, to suspend the engagement for the Event for the duration of such Licensee Force Majeure, by giving the other party written notice thereof, and such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Agreement by either party.

(3) Upon removal or cessation of the Licensor Force Majeure or Licensee Force Majeure, as applicable, the parties' respective rights and obligations hereunder shall be reinstated for any and all subsequent sessions of the Event remaining in the Term.

**F. Venue.** THE LICENSE SHALL BE DEEMED TO HAVE BEEN MADE IN AND ALL TERMS AND CONDITIONS ARE PERFORMABLE IN TARRANT COUNTY, STATE OF TEXAS, AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH AND OPERATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. The venue of any litigation arising out of or related to this License shall be only in the state or federal courts in Tarrant County, Texas.

**G. No Waiver.** No waiver shall be effective unless in writing and executed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly so stated in writing.

**H. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**I. Headings.** Any headings preceding the text of the several sections, paragraphs or subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**J. Counterparts.** This License may be executed in one or more counterparts each of which shall be deemed an original, and all such counterparts shall for all purposes constitute a single instrument. This License may initially be executed, and shall thereupon be binding and effective on the parties, through the exchange of duly executed signature pages that are scanned and emailed.

**K. Authority.** Each party represents and warrants that it is free to enter into this License and is not subject to any conflicting obligations or any disability which would interfere with its execution or performance of this License and that it has the full right, power, and authority to enter into this License and to grant all rights and perform all services provided for herein.

**L. Remedies Cumulative.** Either Licensee or Licensor may restrain or enjoin any breach or threatened breach of any covenant, duty, or obligation of the other party herein contained without the necessity of proving the inadequacy of any legal remedy or irreparable harm. The remedies of both parties hereunder, at law or in equity, shall be deemed cumulative, and no remedy of either party, regardless of whether exercised, shall be deemed to be in exclusion of any other.

**M. Independent Obligations.** The obligation of Licensee to pay all License Fees and other sums hereunder provided to be paid by Licensee and the obligation of Licensee to perform Licensee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is hereinabove expressly provided for and not otherwise.

**N. Limitation of Liability.** Under no circumstances whatsoever shall Licensor or Licensee ever be liable hereunder for consequential damages or special damages.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**LICENSOR:**

**MULTIPURPOSE ARENA FORT WORTH,  
D/B/A TRAIL DRIVE MANAGEMENT CORP.**  
a Texas non-profit corporation

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

**LICENSEE:**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT,**

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

*Cherie Washington*      *LJ*  
11-8-2022                      11/09/2022

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:        **APPROVE RESOLUTION CONCERNING IMPLEMENTATION AND ENFORCEMENT OF SCHOOL SAFETY MEASURES****

**BACKGROUND:**

The Texas State Board of Education approved changes to the Texas Essential Knowledge and Skills (TEKS) for Health Education, including human sexuality instruction which became effective August 1, 2022. In order to implement these curriculum changes, Board Policy EHAA-(Legal) and Texas Education Code § 28.004(e-1) require the Board of Trustees to adopt a resolution convening the local School Health Advisory Council (SHAC) to follow an established process for the identification and recommendation of curriculum materials consistent with the State-approved TEKS requirements.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Resolution Concerning Implementation and Enforcement of School Safety Measures
2. Decline to Approve Resolution Concerning Implementation and Enforcement of School Safety Measures
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution Concerning Implementation and Enforcement of School Safety Measures

**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/DEPARTMENTS**

District-Wide

**RATIONALE:**

The Fort Worth ISD Board of Trustees must convene the School Health Advisory Council so that the requirements under EHAA(Local) can be completed and recommendations be made to the Board of Trustees on the human sexuality curriculum. Approval of this resolution ensures there is appropriate curriculum adopted by the Board for instruction beginning in the Spring semester of 2023 for each campus that has grade level 6<sup>th</sup> (Moving to Wellness Course) and each high school campus through the Health I course.

**INFORMATION SOURCE:**

Marcey Sorensen



**BOARD OF TRUSTEES**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**RESOLUTION CONCERNING IMPLEMENTATION AND ENFORCEMENT OF**  
**SCHOOL SAFETY MEASURES**

**WHEREAS**, the Board of Trustees of the Fort Worth Independent School District is authorized by Texas Education Code § 11.151(b) to act as a body corporate and is granted the exclusive power and duty to govern and oversee the management of the public schools of the district; and,

**WHEREAS**, the Texas State Board of Education approved changes to the Texas Essential Knowledge and Skills for Health Education, including human sexuality instruction, in November 2020, which became effective August 1, 2022; and

**WHEREAS**, before the Board of Trustees of the Fort Worth Independent School District may adopt curriculum materials for the District’s human sexuality instruction, Texas Education Code § 28.004(e-1) requires the Board of Trustees to convene the School Health Advisory Council to follow the process established in Board Policy EHAA (Local); and

**WHEREAS**, under EHAA (Local), the School Health Advisory Council is required to hold at least two public meetings on the curriculum materials for sexual health instruction before adopting a recommendation, have the recommendation reviewed by academic experts in the subject and grade level in which the materials will be used to ensure compliance with law and suitability for the student-audience, and present the Council’s recommendation to the Board of Trustees at a public Board meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Fort Worth Independent School District that:

1. The Fort Worth Independent School District’s School Health Advisory Council is convened for the purpose of recommending curriculum materials for the District’s human sexuality instruction; and
2. Before the School Health Advisory Council may present its recommendation to the Board, it shall first hold two or more public meetings and submit its recommendation for review by the District’s Textbook Adoption Committee, which is composed of academic experts in the subject and grade level for which the materials are intended.

*Adopted the \_\_\_ day of \_\_\_\_\_ 2022 by the Fort Worth Independent School District Board of Trustees.*

---

**TOBI JACKSON**  
Board President

ATTEST:

---

**CARIN “CJ” EVANS**  
Board Secretary

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**December 13, 2022**

**TOPIC:       APPROVE BUDGET TRANSFER FROM THE ADMINISTRATIVE BUDGET TO PROGRAM CONTINGENCY AND THE USE OF INTEREST INCOME FUNDS FOR THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

The Capital Improvement Program (CIP) requests the authorization to transfer funds from the CIP Administrative budget to Program Contingency and the Interest Income Account. Once the funds have been transferred, the funds will be applied as necessary to complete any remaining projects pending Board approval.

The budget allocations will be used to fund the following projects:

- \$2.5 million to Arlington Heights Betterment (Locker Room Improvement)
- \$5 million to Dunbar Betterment (Improvements to the Main Building, Basketball Gym, Automotive Area and Site Work)
- \$3,033,132 to address high school auditoriums (Lighting, sound and audio/visual improvements)

**TOTAL - \$10,533,132**

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Transfer from the Administrative Budget to Program Contingency and the Use of Interest Income funds for the 2017 Capital Improvement Program
2. Decline to Approve Budget Transfer from the Administrative Budget to Program Contingency and the Use of Interest Income funds for the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Budget Transfer from the Administrative Budget to Program Contingency and the Use of Interest Income funds for the 2017 Capital Improvement Program

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

CIP 2017	671-81-6629-B49-918-99-000-000000.....	\$4,500,000.00
	672-71-6599-001-999-99-533-000000.....	\$5,696,897.08
	672-81-6521-B49-918-99-000-000000.....	\$336,235.11

**COST:**

Not-to-Exceed - \$10,533,132.19

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

*Purchasing Support Documents Needed:*

*Not Applicable*

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

Capital Improvement Program

**RATIONALE:**

The intent of this agenda item is to present to the Board of Education the transfer of funds from the 2017 CIP administrative budget and Interest Income to the 2017 CIP Program Contingency.

**INFORMATION SOURCE:**

Joseph Coburn

---

## 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 December 8, 2022, at 11:30 a.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**