

*Board of Education
Regular Meeting
November 8, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, November 8, 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 by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, November 7, 2022.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITION (*OTHER*)
 - A. Native American Heritage Month
4. LONE STAR GOVERNANCE
 - A. Goal 2: Early Math Progress Update (*V and G*)
5. REPORTS/PRESENTATIONS (*OTHER*)
 - A. Annual Comprehensive Financial Report for the Year Ended June 30, 2022

B. Intruder Detection Audit Findings

6. PUBLIC COMMENT (*S and T*)

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

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.)

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2. Approve Purchase of an Online Assessment Tool	28
3. Approve Purchase and Installation of Fence at I.M. Terrell Academy for STEM and VPA	33
4. Approve Purchase of Supplemental Material to Update Bookroom for Leadership Academy Network Elementary Schools	36
5. Approve Renewal of Technology Service Management System	46
6. Approve Annual Subscriptions of Document Management and E-Forms Licenses	50
7. Approve Contract for Endpoint Security and Incident Detection and Response Services	54
8. Approve Contract Between Fort Worth Independent School District and Summit K12	58
C. Approve Resolution to Consider Alternative Graduation Requirements	60
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E. Approve Pharmacy Technician Trainee Affiliation Agreement	66
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H. Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2022	115
I. Approve Quarterly Investment Report for the Period: July 1, 2022 - September 30, 2022	117
J. Approve Budget Amendment for the Period Ended October 31, 2022	132
K. Approve Goal Progress Measure Reports from the October 25, 2022 Board Meeting and the November 8, 2022 Board Meeting	135
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	137
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	140

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

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 - BOARD ROOM (*OTHER*)

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

13. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda

B. Personnel

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
- B. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- C. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- D. 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
- E. Consideration and Possible Action to Terminate Kathy Wilburn's Probationary Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code
- F. Approve Lawn Mowing Services for Campuses 146
- G. Approve Purchase of Small Landscaping Equipment and Landscaping Contracted Services 149
- H. Approve Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services 151
- I. Approve Purchase of Fleet Parts and Service Repairs 154
- J. Approve Rental of Custodial Supplies 157
- K. Approve Renewal of Online Registration System 159
- L. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing Retention Incentive 163
- M. Consider the Level III Grievance 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 Level III Grievance (In Open Session)

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

16. ADJOURN (*OTHER*)
- (*V and G*) – Vision and Goals
 - (*P and A*) – Progress and Accountability
 - (*S and P*) – Systems and Processes
 - (*A and E*) – Advocacy and Engagement
 - (*S and T*) – Synergy and Teamwork
 - 4 (*OTHER*) – Other

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 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 Special Meeting on October 11, 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 October 11, 2022, that the Board of Education of the Fort Worth Independent School District held a Special Meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on October 7, 2022, at 03:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING OCTOBER 11, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 11, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on October 11, 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
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talent Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

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

2. PUBLIC COMMENT (S and T)

Speakers:

Hollie Plemons
Mike Cee
Wanda McKinney
Kerri Rehmeyer
Scott Blanco Davis
Meredith Bowman
Amy Super
JR Martinez

3. REPORTS/PRESENTATIONS (V and G)

A. Elementary and Secondary School Emergency Relief (ESSER) Fund III Academic Return on Investment: Board Update

Chief Financial Officer, Carmen Arrieta-Candelaria, Senior Officer of Grants and Development, Mirgit Crespo, Director of Grant Compliance and Monitoring, Stacy Burrell, and members of the District Management Group gave the *Elementary and Secondary Emergency Relief (ESSER) Fund III Academic Return on Investment: Board Update*.

B. Leadership Academy Network Partnership Update

Chief of Innovation, David Saenz, Texas Wesleyan University Dean of Education and Professor of Bilingual Education, Dr. Carlos Martinez, and Texas Wesleyan University Leadership Academy Network Senior Officer, Priscilia Dilley, gave presented the *Leadership Academy Network Partnership Update* report.

C. October 25, 2022 Board Meeting Action Items Review

Deputy Superintendent, Karen Molinar, presented the *October 25, 2022 Board Meeting Action Items Review* presentation.

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

The special meeting was recessed to move into Executive Session at 7:37 p.m.

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

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

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 Employees for Good Cause and the Recommendation to Terminate

Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

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

The special meeting was reconvened at 8:54 p.m.

7. ACTION AGENDA ITEMS (S and P)

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

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Proposed Mid-Contract Termination of Kathy Wilburn's Probationary Employment Contract for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

B. Consider the Level III Grievance of Todd Daniel (Convene in Closed Session, if Necessary)

The Level III Grievance of Todd Daniel commenced in open session at 8:55 p.m. Board Counsel, Benjamin Castillo, presided over the Level III Grievance.

1. 10 Minutes - Presentation by Complainant and/or Representative(s)

2. 10 Minutes - Presentation by District Representative

3. 10 Minutes - Questions from Board Members

4. 10 Minutes - Board Deliberation

5. Render Decision, if any, on the Level III Grievance (In Open Session)

Motion was made by Quinton Phillips, seconded by Camille Rodriguez, To Uphold the Administration's Decision at Level I..

The motion was unanimously approved.

8. ADJOURN (OTHER)

The special meeting was adjourned at 9:47 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on October 25, 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 October 25, 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 October 20, 2022, at 3:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING OCTOBER 25, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on October 20, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on October 20, 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

Absent: Trustee Anael Luebanos, District 8

The following administrators were present:

Angélica Ramsey, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talent Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief of 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 5:31 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITION (OTHER)

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

Claudia Garibay recognized the Western Hills High School Air Force JROTC and the I.M. Terrell Community Jazz Band.

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

4. LONE STAR GOVERNANCE

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

Associate Superintendent of Accountability and Data Quality, Sara Arispe, Chief of Schools, Jerry Moore, and Chief Academic Officer, Marcey Sorensen, gave the *Goal 1: Early Literacy Progress Update Lone Star Governance Report*.

5. CALL PUBLIC HEARING TO ORDER (S and T)

President Jackson called the Public Hearing to Order at 6:29 p.m.

A. Public Hearing to Discuss the District's 2022 Financial Accountability Rating (School First)

Chief Financial Officer, Carmen Arrieta-Candelaria, and Comptroller of Accounting, Maria Chavez, presented the *District's 2022 Financial Accountability Rating* presentation.

B. Public Comment to Discuss the District's 2022 Financial Accountability Rating (School First)

No speakers.

6. CLOSE PUBLIC HEARING (S and T)

President Jackson closed the public hearing at 6:36 p.m.

7. PUBLIC COMMENT (S and T)

Speakers:

Ronnie Johnson and Jared Saucedo from the Young Men's Leadership Academy Workshop
Ernesto Moran
Mike Cee
Mary Lowe
Jennifer Treger
Meredith Bowman
Scott Blanco-Davis
Stephen Poole

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

Anne Darr had a question on Consent Agenda Item 9.B.10. *Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities.*

President Jackson had a question on Consent Agenda Item 9.B.9. *Approve Purchase of Air Handler Unit for Polytechnic High School* and a comment on Consent Agenda 9.L. *Approve KABOOM! 25-in-5 Initiative to End Playground Inequity.*


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

A. Board of Education Meeting Minutes


1. September 13, 2022 - Special Minutes
2. September 20, 2022 - Special Minutes
3. September 27, 2022 - Regular Minutes

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


1. Approve Ratification of Purchase of Career and Technical Education Simulation Equipment for Education and Training and Agriculture












 CTE Simulation Equipment

2. Approve Purchase of Library Books for Atwood McDonald Elementary School

 Library Books

3. Approve Purchase of Elementary Science Classroom Material Kits

 Science Classroom Materials Kits

4. Approve Purchase of First Grade Spanish Supplemental Math Kits
 Spanish Supplemental Math Kits
5. Approve Purchase of Professional Learning for Improving Dual Language Instruction Using High Quality Instructional Materials to Develop Biliteracy
 Instructional Materials to Develop Biliteracy
6. Approve Purchase of Literacy Professional Development for High Quality Instructional Materials Early Implementers
 Instructional Materials Early Implementers
7. Approve Purchase of Career and Technical Education Welding Machines
 Welding Machines
8. Approve Purchase of Software Subscriptions
 Software Subscriptions
9. Approve Purchase of Air Handler Unit for Polytechnic High School
 Air Handler Unit
10. Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities
 SLQ Meals and Snacks
11. Approve Proposed Course Changes for the 2023 – 2024 School Year
 Proposed Course Changes
12. Approve Renewal of Online Reference Databases and E-Book Subscriptions
 Online Reference Databases and E-Book
13. Approve Renewal of Library Management System Software
 Library Management System Software
14. Approve Renewal of Virtual Desktop Infrastructure Managed Services for Career and Technology Education for the 2022 - 2023 School Year
 Virtual Desktop Infrastructure

15. Approve Memorandum of Understanding Between Fort Worth Independent School District and the University of North Texas at Dallas for the Role of Principal Impact Collaborative

 Role of Principal Impact Collaborative

- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Be an Angel Fund, Inc. to Office at Jo Kelly School

 Be an Angel Fund - MOU


- D. Approve Memorandum of Agreement for Professional Development Sessions

 Professional Development Sessions - MOU


- E. Approve Memorandum of Understanding with TEXO Association for High School Students to Test On-Site and Receive National Center for Construction Education and Research Credentials

 TEXO Association

- F. Approve Letter of Agreement Between Fort Worth Independent School District and Challenge of Tarrant County for Parent Academy Stipends

 Challenge of Tarrant County


- G. Approve 2022 - 2023 District Improvement Plan

 District Improvement Plan

- H. Approve 2022 - 2023 Campus Improvement Plans

 Campus Improvement Plans


- I. Approve Creation of the Finance Board Committee and the Legislative Board Committee

 Finance and Legislative Board Committees


- J. Approve Fort Worth Independent School District Board of Education Committees for the 2022 - 2023 School Year

 Fort Worth ISD Board Committees

- K. Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District School Office of Adult Education for the 2022 - 2023 Adult Education Program

 Adult Education Program


- L. Approve KABOOM! 25-in-5 Initiative to End Playground Inequity

 Kaboom!

- M. Approve Appraisers for the T-TESS Appraisal System Certified as of October 1, 2022

 T-TESS Appraisal System

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

 Board Policies

- O. Approve Budget Amendment for the Period Ended September 30, 2022 for General Fund and Carry-Forward Balances for Tax Ratification Election Fund

 Budget Amendment

- P. Approve Budget Amendment for the Period Ended September 30, 2022 for Debt Service Fund

 Budget Amendment


- Q. Authorize Superintendent to Approve Vendors Selected and Approved by Tarrant County Regarding the Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II Located at 601 East Northside Drive

 Paving Project Authorize Sup't for County's Vendors (1)


- R. Approve Purchase of Furniture, Fixtures, and Equipment (FF and E) for Various Board Approved Improvements to High School Campuses in Conjunction with the 2017 Capital Improvement Program

 CIP

- S. Approve Closeout Contract with Reeder + Summit Joint Venture for Job #171-011 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Tanglewood Closeout Final

- T. Approve Closeout Contract with Hester Environmental, LP dba TEAM Enterprises, for Job #005-212 [Request for Proposal (RFP) #19-002] and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Dunbar Hazmat Closeout

- U. Approve Additional Spending Authority for Furniture, Fixture and Equipment (FF and E) for South Hills High School Job #003-102 in Conjunction with the 2017 Capital Improvement Program

 Additional FFE Approval South Hills HS

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

The meeting was recessed to move into Executive Session at 7:08 p.m.

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

- 1. Executive Director of Information Security

- C. Security Implementation (Texas Government Code §551.076)

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

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

The meeting was reconvened at 8:41 p.m.

13. ACCEPT CONSENT AGENDA (S and P).

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Consent Agenda.

The motion was unanimously approved.

Yes: Tobi Jackson, Quinton Phillips, Roxanne Martinez, CJ Evans, Camille Rodriguez, Wallace Bridges, Anne Darr, Michael Ryan,

Absent: Anael Luebanos

14. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

B. Personnel

1. Executive Director of Information Security

At the request of Dr. Ramsey, the Personnel Action Agenda Item 14.B.1 (Executive Director of Information Security) and Action Agenda Item 15.W. Approve Human Sexuality Instruction and Prevention Education as a Result of the New Health Texas Essential Knowledge and Skills for 6th Grade Moving to Wellness and High School Health I were pulled from the agenda.

15. ACTION AGENDA ITEMS (S and P)

A. Approve Ratification of the Interlocal Agreement with the City of Fort Worth for School Resource Officers for the 2022 - 2023 School Year

 School Resource Officers

The Board combined and took action on Action Agenda Item 15.A. - Action Agenda Item 15.M. as one Action Agenda Item. Motion was made Quinton Phillips, seconded by Roxanne Martinez.

The motion was unanimously approved.


Yes: Tobi Jackson, Quinton Phillips, Roxanne Martinez, CJ Evans, Camille Rodriguez, Wallace Bridges, Anne Darr, Michael Ryan,

Absent: Anael Luebanos

B. Approve Ratification Purchase of Student Mobile Devices Distribution Services

 Student Mobile Device


C. Approve Ratification of Purchase of Career and Technical Education Culinary Equipment

 Culinary Equipment


D. Approve Ratification of Purchase of Career and Technical Education Robotics and Automation and Virtual Welding Equipment

 Virtual Welding Equipment

E. Approve Ratification of Purchase of the Career and Technical Education Simulation Equipment

 Simulation Equipment


- F. Approve Purchase of Additional Curriculum for Fitness for Life High School Physical Education Interactive Web Text and Teacher Collection

 Fitness for Life High School

- G. Approve Purchase of Equipment and Services for Fire Alarm Replacements

 Fire Alarm Replacements

- H. Approve Purchase of a Unified Enrollment System

 Unified Enrollment System


- I. Approve Purchase of Disaster Recovery Managed Services

 Disaster Recovery

- J. Approve Purchase of a Student Re-Engagement Program

 Re-Engagement Program


- K. Approve Purchase of a Master Scheduling Tool and Technical Assistance

 Master Scheduling Tool

- L. Approve Purchase of Services for Classroom and Interactive Whiteboard Removal

 Interactive Whiteboard Removal

- M. Approve Purchase of Adapters for Teacher Laptops

 Teacher Laptops

- N. Approve Purchase of Furniture of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas

 Camp Bowie Furniture

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve Purchase of Furniture of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas.


Before action was taken, Anne Darr asked questions on this action agenda item.

The motion was unanimously approved.

Yes: Tobi Jackson, Quinton Phillips, Roxanne Martinez, CJ Evans, Camille Rodriguez, Wallace Bridges, Anne Darr, Michael Ryan,

Absent: Anael Luebanos

O. Approve Purchase of Energy Management Equipment and Services

 Energy Management Equipment


The Board combined and took action on Action Agenda Item 15.O. - Action Agenda Item 15.Z. as one Action Agenda Item. Motion was made CJ Evans, seconded by Michael Ryan.

The motion was unanimously approved.

Yes: Tobi Jackson, Quinton Phillips, Roxanne Martinez, CJ Evans, Camille Rodriguez, Wallace Bridges, Anne Darr, Michael Ryan,.

Absent: Anael Luebanos


P. Approve Purchase of Unanticipated Environmental Services

 Unanticipated Environmental Services

Q. Approve Purchase of Minor Fencing Repairs and Installation

 Minor Fencing Repairs and Installation

R. Approve Purchase of Moving Services to Support Warehouse Services

 Moving Services

S. Approve Purchase of Unanticipated Minor Roofing Repairs

 Unanticipated Minor Roofing Repairs

T. Approve Purchase of Paper for Warehouse Stock

 Paper Warehouse Stock

U. Approve Aesthetic Construction for Single Site Projects

 Aesthetic Construction

V. Approve Elevator and Wheelchair Lift Contracted Services

 Elevator and Wheelchair Lift


W. Approve Human Sexuality Instruction and Prevention Education as a Result of the

New Health Texas Essential Knowledge and Skills for 6th Grade Moving to Wellness and High School Health I


 Instruction and Prevention Education

This action agenda item was pulled at the request of Superintendent Angélica Ramsey.


- X. Approve Low Attendance Day Waiver for Diamond Hill-Jarvis High School

 Low-Attendance Day

- Y. Approve Optional Flexible School Day Program Application for the 2022 - 2023 School Year

 Flexible School Day Program

- Z. Approve School Health Advisory Council Board of Trustees Appointments

 SHAC

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

The following trustees made comments: Roxanne Martinez, CJ Evans, Camille Rodriguez, Wallace Bridges, Anne Darr, and President Jackson.

17. ADJOURN (OTHER).

The meeting was adjourned at 8:57 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>

INFORMATION SOURCE:

Marcey Sorensen



Quote/Proforma Number: 168218						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
0150018304	NNAT3 ONLINE LICENSE - PLATFORM	8000	11.50	NET	0.00	\$92,000.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$92,000.00	\$0.00	\$0.00	\$92,000.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearson.com/en-us/legal-information/business-purchasers-terms.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>

CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE PURCHASE AND INSTALLATION OF FENCE AT
I. M. TERRELL ACADEMY FOR STEM AND VPA**

BACKGROUND:

I.M. Terrell Academy for STEM and VPA needs a fence to secure the east parking lot that faces the main entrance of the campus. The 1,454 feet of ornamental fencing will be six (6) feet tall, and have two (2) rolling gates – one (1) at each driveway. It will also have two (2) pedestrian gates - one (1) at each sidewalk. The lot will be secured during off-peak hours, as is the practice at all campuses with fenced and gated parking, to discourage trespassing.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase and Installation of Fence at I.M. Terrell Academy for STEM and VPA
2. Decline to Approve Purchase and Installation of Fence at I.M. Terrell Academy for STEM and VPA
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

TRE 198-51-6629-001-087-99-501-000000

COST:

\$171,929

VENDOR:

Buzz Custom Fence

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 21-081

Number of Bid/Proposals received: 3

HUB Firms: 1

Compliant Bids: 3

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

Purchasing Support Documents Needed:

Quote

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

I.M. Terrell Academy for STEM and VPA
District Operations

RATIONALE:

The purchase and installation of a fence will add a layer of security for the parking lot at the campus.

INFORMATION SOURCE:

Joseph Coburn



**5104 W.Vickery Boulevard
Fort Worth, TX 76107**

817-263-9788 phone; 817-263-4149 fax; 682-564-5652cell
tmiller@buzzfence.com – e-mail / www.buzzfence.com website

September 22, 2022

**Project: I M Terrell
1901 IM Terrell Circle
Fort Worth, TX 76102**

Attn: Joe Flores
Fort Worth Independent School District
Phone: 817-800-1474
Email: Joe.flores@fwisd.org

Scope of Work:

The following items represent the scope of the project as estimated.

Supply all materials and labor to custom build and install:

Front East Lot: 1454' of 6' Ornamental Iron #1

- 3" Post
- 2" top and bottom rails
- 1 ½" pickets
- Two pedestrian gates
- Two 26' V-Track Gates \$171,929.00

Labor	\$68,771.60
Material	\$103,157.40

The specifications and agreement listed above embodies the entire understanding between the customer and Buzz Services, LLC and there are no verbal agreements or representation in connection therewith. Customer agrees to establish property lines, is responsible for zoning regulations, securing necessary permits, and marking all public and private utility services buried within fence lines. Customer is responsible for all repairs to their underground sprinkler lines damaged during fence installation. Any additional provisions attached hereto, such as the installation Diagram and the terms and conditions on the reverse side are part of this plan. When more than one style of fence is selected, it will be necessary to pay for each style upon its individual completion. **NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: **APPROVE PURCHASE OF SUPPLEMENTAL MATERIAL TO UPDATE BOOKROOMS FOR THE LEADERSHIP ACADEMY NETWORK ELEMENTARY SCHOOLS**

BACKGROUND:

The Leadership Academy Network (LAN) Elementary Schools have bookrooms that need to be updated, culturally relevant books and novels for small groups, and differentiated instruction to meet the range of learners on the campus. The current materials have been added over the years to the collection of leveled readers and from various academic initiatives. They do not meet the current needs of the campus or performance targets. Additionally, having newer materials will allow for teachers to provide equitable access to books for all learners that reflect their cultural heritage, experiences and knowledge. Leveled libraries allow for the teacher to provide books that meet each student’s instructional level of reading in order to provide extensive vocabulary, guided questioning and practice at applying a variety of literacy skills including fluency and comprehension.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Supplemental Material to Update Bookrooms for Leadership Academy Network Elementary Schools
2. Decline to Approve Purchase of Supplemental Material to Update Bookrooms for Leadership Academy Network Elementary Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Supplemental Material to Update Bookrooms for Leadership Academy Network Elementary Schools

FUNDING SOURCE: *Additional Details*

General Fund	199-11-6399-TWU-117-24-416-000000.....	\$18,293
	199-11-6399-TWU-124-24-416-000000.....	\$18,293
	199-11-6399-TWU-129-24-416-000000.....	\$18,293
	199-11-6399-TWU-144-24-416-000000.....	\$18,293

COST:

\$73,172

VENDOR:

Benchmark Education Company

PURCHASING MECHANISM:

Cooperative Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through a purchasing cooperative agreement. Pricing obtained through The Interlocal Purchasing System, Contract #200105. Supporting documentation is attached.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

The Leadership Academy at Como Elementary School
The Leadership Academy at Maude I Logan Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School

RATIONALE:

These updated book rooms will provide supplemental materials for teacher needs in supporting curriculum. This purchase will ensure that every teacher has the volume of books he/she needs to support students in learning the instructional strategies identified in our curriculum. Books will be used to reinforce learning in small group guided reading in literacy classrooms with designated small groups to reinforce concepts taught in whole group reading instruction. Bookrooms allow for teachers to select titles that engage the learners and provide opportunities to make text-to-text, text-to-self, and text-to-world connections. This is an important skill that learners must build upon each year of learning in order to read proficiently at grade level and stay on track to be college and career ready.

INFORMATION SOURCE:

David Saenz



**BENCHMARK
EDUCATION
COMPANY**
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Downes Educational Services
Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 38773

Customer:
ACCOUNTS PAYABLE
FT WORTH IND SCHOOL DISTRICT
100 N University Drive, STE NW 140-E
FORT WORTH TX 76107-1300
United States

Ship To:
Como Elementary
4000 Horne St
Fort Worth TX 76107

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY2228	School-Wide Spot On Literature Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,770.00	1	\$5,770.00
XY2209	School-Wide Spot On Social Studies Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,690.00	1	\$5,690.00
XY2229	School-Wide Spot On Science & Technology Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,170.00	1	\$5,170.00

Subtotal	Sales Tax	Shipping Cost	Total
\$16,630.00	\$0.00	\$1,663.00	\$18,293.00 USD

Memo
* TIPS-USA Contract #200105

- * The above pricing cannot be combined with any other offers.
- * Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
- * All digital subscriptions will end on July 31st the last year of the term purchased.
- * Trainings must be cancelled before scheduled training date (at least five (5) business days prior for on-site and at least 72 hours prior for virtual trainings). If you cancel trainings after these periods, you will be charged the full amount of the training session(s) cancelled.



**BENCHMARK
EDUCATION
COMPANY**
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Downes Educational Services
Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 38773

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

• Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary

• Onboarding Tech Contact Name

• Onboarding Tech Contact E-Mail

• **REQUIRED**

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service

* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (see below). Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.



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145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Downes Educational Services
Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 38774

Customer:

ACCOUNTS PAYABLE
FT WORTH IND SCHOOL DISTRICT
100 N University Drive, STE NW 140-E
FORT WORTH TX 76107-1300
United States

Ship To:

Maude I Logan Elementary School
2300 Dillard St
Fort Worth TX 76105

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY2228	School-Wide Spot On Literature Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,770.00	1	\$5,770.00
XY2209	School-Wide Spot On Social Studies Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,690.00	1	\$5,690.00
XY2229	School-Wide Spot On Science & Technology Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,170.00	1	\$5,170.00

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Office Phone:
Phone: 214-893-6154

QUOTE: 38776

Customer:
ACCOUNTS PAYABLE
FT WORTH IND SCHOOL DISTRICT
100 N University Drive, STE NW 140-E
FORT WORTH TX 76107-1300
United States

Ship To:
John T White Elementary School
7300 John T White Rd
Fort Worth TX 76120

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY2228	School-Wide Spot On Literature Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,770.00	1	\$5,770.00
XY2209	School-Wide Spot On Social Studies Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,690.00	1	\$5,690.00
XY2229	School-Wide Spot On Science & Technology Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,170.00	1	\$5,170.00

Subtotal	Sales Tax	Shipping Cost	Total
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• Onboarding Tech Contact E-Mail

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6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

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145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

Contact representative
Downes Educational Services
Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 38778

Customer:

ACCOUNTS PAYABLE
FT WORTH IND SCHOOL DISTRICT
100 N University Drive, STE NW 140-E
FORT WORTH TX 76107-1300
United States

Ship To:

Mitchell Boulevard Elementary School
3601 Mitchell Blvd
Fort Worth TX 76105

Product Code	Title	Price Level	Unit Price	Qty	Total Price
XY2228	School-Wide Spot On Literature Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,770.00	1	\$5,770.00
XY2209	School-Wide Spot On Social Studies Grades K-5 Complete Program with E-Book 1-Year Subscription	Current	\$5,690.00	1	\$5,690.00
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Memo

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Email: Robert@downesed.com
Office Phone:
Phone: 214-893-6154

QUOTE: 38778

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• Onboarding Tech Contact Name

• Onboarding Tech Contact E-Mail

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6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

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**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

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

BACKGROUND:

Technology support and customer service is an essential part of the overall Division of Technology strategy. The requested cloud-based Service Management System (SMS) includes tools to provide outstanding customer support to all stakeholders. Customers can track the status of service requests. With this SMS, Technology will manage technology service incidents, and requests for new services, and track the progress of projects. The term of this service is for three (3) years - October 4, 2021 - October 3, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of Technology Service Management System
2. Decline to Approve Renewal of Technology Service Management System
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Technology Service Management System

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6399-806-999-99-423-000000

COST:

\$264,919.20

VENDOR:

ServiceNow, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required
Consortium
Internet 2: Contract #: CON5025512

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

Customer Service/Customer Support

RATIONALE:

Approval of this system will enable the Technology department to streamline service requests and projects while providing superior customer service to stakeholders.

INFORMATION SOURCE:

Marlon Shears

Order Form



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

Order Number
ORD1533176-2

Pricing Expiration: 7 Nov 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 Address: 100 N University Dr Ste Nw140-e Suite: City: Fort Worth State/Province: TX - Texas Zip/Postal Code: 76107-1360 Country: United States AP Contact Name: Marlon Shears Title: CIO Phone: +18178143000 E-mail: marlon.shears@fwisd.org Account #: ACCT0022879	Company Name: Fort Worth ISD Address: 100 N University Dr Ste Nw140-e Suite: City: Fort Worth State/Province: TX - Texas Zip/Postal Code: 76107-1360 Country: United States Business Contact: Marlon Shears Title: CIO Phone: +18178143000 E-mail: marlon.shears@fwisd.org Tax ID#:
---	--

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

Product Code	Subscription Product Name	Type	Units	Term (mos)	Term Start Date	Term End Date	Net Price (Monthly)	Net Price (Annual)	Net Price (Total)
PROD11726	ServiceNow® I2 IT Service Management Professional	Fulfiller User	30	12 Months	8 Nov 2022	7 Nov 2023	\$ 39.60	\$ 14,256.00	\$ 14,256.00
PROD15148	ServiceNow® I2 ITOM Visibility	Subscription Unit	500	12 Months	8 Nov 2022	7 Nov 2023	\$ 3.17	\$ 19,020.00	\$ 19,020.00
PROD12730	ServiceNow® I2 Agile Team	Module	1	12 Months	8 Nov 2022	7 Nov 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD15509	ServiceNow® I2 Customer Service Management Professional With App Engine 100	Included Student Fulfiller	10	12 Months	8 Nov 2022	7 Nov 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD12543	ServiceNow® I2 IT Business Management Professional	ITBM User	5	12 Months	8 Nov 2022	7 Nov 2023	\$ 33.00	\$ 1,980.00	\$ 1,980.00
PROD11661	ServiceNow® I2 IntegrationHub Starter	Transactions	1	12 Months	8 Nov 2022	7 Nov 2023	\$ 0.00	\$ 0.00	\$ 0.00
PROD11498	ServiceNow® I2 IntegrationHub Professional	Transactions	1	12 Months	8 Nov 2022	7 Nov 2023	\$ 1,320.00	\$ 15,840.00	\$ 15,840.00
PROD16196	ServiceNow® I2 Hardware Asset Management Professional	Subscription Unit	14000	12 Months	8 Nov 2022	7 Nov 2023	\$ 1.06	\$ 178,080.00	\$ 178,080.00
PROD15279	ServiceNow® I2 Customer Service Management Professional With App Engine 100	Fulfiller User	20	12 Months	8 Nov 2022	7 Nov 2023	\$ 59.40	\$ 14,256.00	\$ 14,256.00
PROD15277	ServiceNow® I2 Business Stakeholder	Business Stakeholder User	10	12 Months	8 Nov 2022	7 Nov 2023	\$ 9.24	\$ 1,108.80	\$ 1,108.80
PROD11733	ServiceNow® I2 IT Service Management Professional	Included Student Fulfiller	15	12 Months	8 Nov 2022	7 Nov 2023	\$ 0.00	\$ 0.00	\$ 0.00

48	Subscription Product SubTotal	\$ 244,540.80	\$ 244,540.80
	Education, Knowledge and Professional Services Subtotal		\$ 0.00

Pre-tax Total	\$ 244,540.80
Estimated Taxes	\$ 0.00
Estimated Grand Total	\$ 244,540.80

Invoice Schedule	Invoice Date	Amount	Est Taxes	Grand Total
Annual Subscription Fee	Upon Signature	\$ 244,540.80	\$ 0.00	\$ 244,540.80
		\$ 244,540.80	\$ 0.00	\$ 244,540.80

Hosting Details	
ServiceNow # of Instances:	1 Production 4TB Storage Limit, 3 Non Production 4TB Storage Limit
Instance Names:	fwisd, fwisdtest, fwisddev, 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 #ORD1533176-2 with a Subscription Term Start Date of 11/08/2022 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 one (1) 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

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: APPROVE ANNUAL SUBSCRIPTIONS OF DOCUMENT
MANAGEMENT AND E-FORMS LICENSES**

BACKGROUND:

The document management tool stores and organizes a secure environment for documents related to student, employee, and Special Education records. Through the e-forms component, business processes can be automated to increase efficiency and streamline workflow management for District-wide and departmental functions. This yearly renewal includes software, user licenses, and support from the provider.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Subscriptions of Document Management and E-Forms Licenses
2. Decline to Approve Annual Subscriptions of Document Management and E-Forms Licenses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Subscriptions of Document Management and E-Forms Licenses

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-802-999-99-423-000000

COST:

\$123,568.75

VENDOR:

VP Imaging Inc. dba DocuNav Solutions

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-CPO-4449. Supporting documentation is attached. The recommended vendor is listed above.

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

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

District - Wide

RATIONALE:

Approval of this annual subscription provides secure document storage, document retention compliance management, and workflow management of District business processes.

INFORMATION SOURCE:

Marlon Shears



VP Imaging, Inc. dba DocuNav Solutions
 8501 Wade Blvd., Suite 1440
 Frisco, TX 75034
 800-353-2320



Updated

DocuNav Contact:
 Accounts Payable

Date: 10/10/2022
Quote: DSA9469

DIR-CPO-4449

ANNUAL SUPPORT AGREEMENT Year-to-Year Agreement; this is a 1-Year Agreement.
 Coverage from December 12, 2022 through December 12, 2023.

247	EFRM	Laserfiche Forms (per user)	\$17.80	\$4,396.60
247	ERM	Laserfiche RIO Records Management Edition	\$17.80	\$4,396.60
247	ECNC	Laserfiche Connector	\$8.90	\$2,198.30
1	QFA	Laserfiche RIO Quick Fields Agent	\$2,700.00	\$2,700.00
2	QCX	Laserfiche RIO Quick Fields Complete (Includes Laserfiche RIO Quick Fields Core package plus Document Classification, Forms Alignment, Forms Identification, Forms Extractor, Optical Mark Recognition, and Auto Stamp/Redaction/Bates Num.)	\$4,050.00	\$8,100.00
1	IA	Laserfiche RIO Import Agent	\$405.00	\$405.00
1	EPXFRM	Laserfiche Forms Enterprise Portal Add-on	\$6,480.00	\$6,480.00
1	PPMX	Laserfiche RIO Public Portal License for Multiprocessor Machine (Includes Laserfiche WebLink and retrieval connections). License is for multiple processors and must match the number of processors enabled on the server hardware where the Laserfiche Application Server is installed. The Portal License will enable WebLink users to connect to a single application server.	\$20,250.00	\$20,250.00
1	DNCONV10	DocuNav Conversion Utility	\$0.00	\$0.00
247	ENF02-N	Laserfiche Rio Named Full Users (Per user; 200-499 users) Named User pricing includes: Unlimited Laserfiche Servers, Workflow, Mobile, Web Client, Audit Trail, Snapshot, Microsoft Office/Sharepoint, Web Admin Console and Digital Signatures. Pricing effective 01/01/2021	\$178.00	\$43,966.00
1	JSEDCOM4-N	Laserfiche Annual Self-Hosted Subscription Licensing: Education Users (Block of 25,000 Licenses) *User Capabilities: provides read-only repository access and the ability to participate in forms processes for accredited educational institutions	\$30,676.25	\$30,676.25

**Note: All quotes expire 60 days from above date. Please call your DocuNav contact for any changes.*

Subtotal	\$123,568.75
Tax	\$0.00
Total	\$123,568.75

Sign Here

Date

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre-purchased hours or daily units expire after 3 years from invoice date.

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: APPROVE CONTRACT FOR ENDPOINT SECURITY AND INCIDENT
DETECTION AND RESPONSE SERVICES**

BACKGROUND:

The District currently uses endpoint security and incident detection and response services on its most critical resources. To ensure all District devices are covered, the District initiated a Request for Proposal (RFP) for these services to ensure the best price along with the best solution for the District. The current approval will be for services for one (1) year with four (4) optional renewal years.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Contract for Endpoint Security and Incident Detection and Response Services
2. Decline to Approve Contract for Endpoint Security and Incident Detection and Response Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract for Endpoint Security and Incident Detection and Response Services

FUNDING SOURCE: *Additional Details*

ESSER Fund	281-XX-6299-001-999-24-950-000346-22F40
	281-XX-6399-001-999-24-950-000346-22F40

COST:

Not-to-Exceed - \$1,500,000

VENDOR:

GTS Technology Solutions, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP 23-058

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

All Schools and Departments

RATIONALE:

Endpoint security and incident detection and response provide the District with 24/7 security operations. This solution monitors District devices and alerts a 3rd party solution that would block or remediate security actions as they occur. Approval will continue and expand these services.

INFORMATION SOURCE:

Marlon Shears



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

Quote

Quote #: QT0090845
Date: 10/14/2022
Delivery Date:
Expire Date: 11/30/2022
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	CS.FALCOMPS.SVC.12M: Falcon Complete Subscription (Up to 299 Endpoints) NOTE: TERM DATE 11/1	DIR-CPO-4920	10,000.00	EACH	\$38.42	\$384,200.00

Included in Complete:

Standard Threat Graph Commercial - The Standard Threat Graph keeps threat data for 90 days and all event logs for 7 days. The data is stored and correlated at a meta level against threats, behaviors, and indicators of attack around the world to best prevent attacks from happening. The Threat Graph ingests over 1.5 trillion events globally every day and includes monitoring over 180 threat actors and their abilities.

XDR - XDR is at our core with its base on EDR, XDR features natively include correlation against all your endpoints, servers, and domain controllers. Additional ingestion of 3rd party logs can be added as well for an additional cost. Those partners are listed below. Utilizing 3rd party integrations along with native CrowdStrike SOAR abilities (included for free to all customers), users can create automated process across multiple technologies to take action based on threat data and intelligence.

Prevent - NGAV including Control and Respond and Workflows.

Insight - EDR/XDR including Zero Trust Assessment.

Overwatch - 24x7x365 Managed Threat Hunting- Looks for live, hands on keyboard or 0 Day Attacks and notifies you with recommendations on how your team should address. This is included in your Complete MDR solution and those investigations go to our Complete team to manage for you. This would be a potential upgrade with this package from your student machines.

Discover - IT Hygiene- Provides visibility into managed, unmanaged, and unsupported assets, application usage, account monitoring of AD credentials for life of password, failed login attempts and the asset graph, core to XDR.

University Access Passes - Gives users access to CrowdStrike University including all of the Level 100 courses for free, a total of about 15-18 classes.

2	CS.EPPENT.SOLN.T9.12M: Falcon Endpoint Protection Enterprise - subscription license (1 year) NOTE: TERM DATE 11/1	DIR-CPO-4920	35,000.00	EACH	\$13.39	\$468,650.00
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Included in Enterprise:

Standard Threat Graph Commercial - The Standard Threat Graph keeps threat data for 90 days and all event logs for 7 days. The data is stored and correlated at a meta level against threats, behaviors, and indicators of attack around the



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

Quote

Quote #: QT0090845
Date: 10/14/2022
Delivery Date:
Expire Date: 11/30/2022
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
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world to best prevent attacks from happening. The Threat Graph ingests over 1.5 trillion events globally every day and includes monitoring over 180 threat actors and their abilities.

XDR - XDR is at our core with its base on EDR, XDR features natively include correlation against all your endpoints, servers, and domain controllers. Additional ingestion of 3rd party logs can be added as well for an additional cost. Those partners are listed below. Utilizing 3rd party integrations along with native CrowdStrike SOAR abilities (included for free to all customers), users can create automated process across multiple technologies to take action based on threat data and intelligence.

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Insight - EDR/XDR including Zero Trust Assessment.

Overwatch - 24x7x365 Managed Threat Hunting- Looks for live, hands on keyboard or 0 Day Attacks and notifies you with recommendations on how your team should address. This is included in your Complete MDR solution and those investigations go to our Complete team to manage for you. This would be a potential upgrade with this package from your student machines.

3	RR.HOS.ENT.ESTL.12M: Essential Support	DIR-CPO-4920	1.00	EACH	\$102,340.00	\$102,340.00
NOTE: TERM DATE 11/1						

Assigned Technical Account Manager to assist with technical questions and ticket escalations; TAM also performs monthly or quarterly health checks reviewing your polices and agent health, reviewing any new features that have been rolled out that you currently subscribe to as well as review new modules your team may be interested. Quarterly roadmap webinars. Special access to trainings and webinars. Option to participate in beta programs.

4	NR.PSO.ENT.CROF.2.12M: Proactive / IR Services	DIR-CPO-4920	1.00	EACH	\$49,500.00	\$49,500.00
NOTE: TERM DATE 11/1						

Tier 1 IR Retainer; 110 hours can be used for proactive services throughout the year including for IT Hygiene Assessments, PEN Tests, Tabletop Exercises, Maturity Assessments, etc. Even if you use all your hours, the retainer still guarantees assistance when an incident occurs.

Total Weight (EACH):	0	Sales Total:	\$1,004,690.00
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited, special delivery or 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.			Tax Total: \$0.00
			Total (USD): \$1,004,690.00

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: **APPROVE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND SUMMIT K12**

BACKGROUND:

Initial signing of this contract will provide professional development for schools receiving 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, and Van Zandt Guinn Elementary). Professional development services include Connect to Literacy-Listening and Speaking for English Learners, Connect to Literacy-Reading and Writing for English Learners Skills Mastery Course English Language Development for grades 9-12 and Texas Science and Texas Biology for grades 3-5, strategies which are aligned to the Fort Worth ISD Instructional Framework. Additionally, Summit K12, in partnership with the Polytechnic Pyramid Executive Director, will monitor application and quantitative impact of the ongoing professional development. Contract will start November 11, 2022 through May 31, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Contract Between Fort Worth Independent School District and Summit K12
2. Decline to Approve Contract Between Fort Worth Independent School District and Summit K12
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Contract Between Fort Worth Independent School District and Summit K12

FUNDING SOURCE: Additional Details

Special Revenue	211-13-6299-0LP-999-24-691-000000-22F41-\$14,805.00
	211-11-6399-0LP-XXX-24-691-000000-22F41.....\$109,694.40

COST:

\$124,499.40

VENDOR:

Summit K12

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

Polytechnic High School
William James 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 historically, academically underperforming. The aligned professional development, and ongoing monitoring systems will serve to improve the academic trajectory of all aforementioned campuses.

INFORMATION SOURCE:

Jerry Moore

CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE RESOLUTION TO CONSIDER ALTERNATIVE GRADUATION REQUIREMENTS**

BACKGROUND:

The Texas Education Code allows school districts to award diplomas under alternative requirements to individuals who entered ninth grade before the 2011 – 2012 school year, met all graduation requirements, but did not graduate for failure to pass an exit-level exam. A district may permit eligible individuals to graduate and receive a high school diploma if they meet the alternative requirements outlined in Texas Administrative Code or Board-approved local alternative requirements.

To date, the District has awarded over 60 high school diplomas to individuals who met the alternative requirements outlined in the Administrative Code. In order to qualify more individuals for a high school diploma, the Department is requesting that the Board approve local alternative requirements. If the resolution is approved, 45 former students will immediately be eligible for a high school diploma.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Resolution to Consider Alternative Graduation Requirements
2. Decline to Approve Resolution to Consider Alternative Graduation Requirements
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Consider Alternative Graduation Requirements

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:

School Leadership

RATIONALE:

Adoption of the resolution will allow more former students to be eligible for a high school diploma.

INFORMATION SOURCE:

Jerry Moore

Resolution to Consider Alternative Graduation Requirements

Note to administrator: This resolution only needs to be adopted by the Board if the Board approves local alternative graduation requirements differing from those in state rule for an eligible individual who entered grade 9 before the 2011–12 school year to be awarded a high school diploma.

WHEREAS, pursuant to Education Code section 28.02541, a district may graduate and give a high school diploma under alternative requirements to individuals who entered the ninth grade before the 2011–12 school year and have met all applicable graduation requirements for the year they entered ninth grade, but have not performed satisfactorily on an assessment instrument or part of an assessment instrument required for graduation;

WHEREAS, in accordance with 19 Administrative Code section 74.1027, a district may permit eligible individuals to qualify to graduate and receive a high school diploma if they meet the alternative requirements under 19 Administrative Code section 74.1027(c) or Board-approved local alternative requirements under 19 Administrative Code section 74.1027(d) that allow an individual to demonstrate proficiency in the content related to the examination for which the individual did not perform satisfactorily;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Fort Worth Independent School District by adoption of this resolution approves the following local alternative requirements developed by the District that will allow eligible individuals to graduate and receive a high school diploma as authorized under Education Code section 28.02541 and pursuant to 19 Administration Code section 74.1027(d).

To be eligible to graduate and receive a high school diploma under these provisions, an eligible individual must demonstrate proficiency to the satisfaction of a local graduation committee in the content areas related to the assessments on which the individual has not performed satisfactorily. Proficiency will be established through one or more of the following factors:

1. The individual's grade in each course in the subject areas applicable to the assessments on which the individual has not performed satisfactorily;
2. The individual's score on each assessment instrument on which the individual has failed to perform satisfactorily;
3. The individual's performance on any projects or work samples in the subject areas applicable to the assessments on which the individual has not performed satisfactorily (including any projects or work samples identified and assigned by the local graduation committee to be completed by the individual);
4. The individual's participation in offered remediation;
5. The individual's school attendance rate;
6. The individual's transcript of course work;

7. The individual's completion of career and technical education (CTE) program courses;
or
8. Any other academic, work, or life experience determined to be relevant by the local graduation committee.

BE IT FURTHER RESOLVED that an individual may graduate under the local alternative requirements if the District has made its determination that the individual has met the requirements.

Adopted this ____ (date) day of _____ (month), ____ (year), by the Board.

Presiding officer's signature: _____

Secretary's signature: _____

CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022

**TOPIC: **APPROVE AUTHORIZATION FOR THE SUPERINTENDENT TO
NEGOTIATE AND ENTER INTO A CONTRACT WITH AN
ELECTRICITY PROVIDER****

BACKGROUND:

On March 31, 2020, the Board approved a Resolution and Interlocal Participation Agreement between Fort Worth ISD and the Texas Association of School Boards (TASB) Energy Cooperative. The purpose of the no-fee agreement was to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity and other types of energy products, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings for the Energy Cooperative Members.

The TASB Co-op will monitor electricity rates, various terms, usage projections and cost estimates. The Co-op will work with administration to time our purchase when the market is most favorable. At that time, the District will need to act quickly to secure energy pricing for future years. The new electric energy start date would be May 2026. The length of the contract would depend on favorable pricing over an extended term of months, ranging from 12 months to 79 months.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization for the Superintendent to Negotiate and Enter into A Contract with An Electricity Provider
2. Decline to Approve Authorization for the Superintendent to Negotiate and Enter into A Contract with An Electricity Provider
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization for the Superintendent to Negotiate and Enter into A Contract with An Electricity Provider

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6257-001-XXX-99-414-000000

COST:

To Be Determined Upon Negotiation

VENDOR:

To Be Determined Upon Negotiation

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District - Wide
District Operations

RATIONALE:

Locking in electricity rates now when prices are more favorable is in the best interest of the District.

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: APPROVE PHARMACY TECHNICIAN TRAINEE AFFILIATION AGREEMENT

BACKGROUND:

The Career and Technical Education’s Health Science Technology program of study offers Patient Care Technician and Pharmacy Technician opportunities at O.D. Wyatt HS, North Side HS, Texas Academy of Biomedical Sciences (TABS), and Trimble Technical High School. As a result, an affiliation agreement is being established to guide the partnership and the student work-based learning experiences.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Pharmacy Technician Trainee Affiliation Agreement
2. Decline to Approve Pharmacy Technician Trainee Affiliation Agreement
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Pharmacy Technician Trainee Affiliation Agreement

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Walgreens Co.

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

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

PARTICIPATING SCHOOL/DEPARTMENTS

North Side High School
Trimble Tech High School
Texas Academy of Biomedical Sciences
O.D. Wyatt High School

RATIONALE:

Partnering with healthcare service providers will benefit students and promote our community connectivity within the industry. This partnership will allow students will develop real-world skill sets that will enable them to obtain industry-based certifications in the healthcare industry. This industry partner is prepared to bridge the gap between academic knowledge and real-world applications.

INFORMATION SOURCE:

David Saenz

WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT
(Non-Pharmacist)*

This Experiential Learning Program Agreement (the “Agreement”) has been entered into as of the 7th day of ~~November~~ 2022 (the “Effective Date”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 (“Walgreen”) and the following “Organization:” Fort Worth Independent School District, a Public independent school district and a political subdivision of TX,
(*type: e.g. university, college, school, educational corporation*) with primary school/campus/office at 100 N. University Dr. Fort Worth, TX 76107,
(*address with street, city, state, zip code*)
and such additional schools/campuses as listed in Exhibit A, attached and incorporated herein.

WHEREAS, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

WHEREAS, Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a “Location”), and

WHEREAS, the parties agree that the development of a program (the “Program”) whereby certain of the Organization’s students, trainees, or clients (each, a “Participant”) can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

1. THE PROGRAM

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen’s Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the “Program”). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant’s training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant’s participation in the program will be as agreed upon by the parties with respect to the Location, program period, number and schedule of hours. Use of the term “faculty” is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

2. TERM; TERMINATION

This Agreement will commence on the Effective Date and shall continue for a period of three (3) years (the “Term”). Notwithstanding the foregoing, at any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester or quarter, as applicable for the Organization.

* This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

3. WALGREEN RESPONSIBILITIES

3.1. **Supervision.** Walgreen will provide reasonable supervision and feedback to each Participant and to the Organization, including verifying in writing all hours and dates attended by a Participant. Walgreen will promptly report to the Organization the unsatisfactory progress (including without limitation unexcused absences) of any Participant. Walgreen will meet with designated faculty of the Organization as necessary to discuss and evaluate the Program, guidelines, and such other applicable matters with the Program.

3.2. **Equipment.** Walgreen will make available all required equipment, systems and supplies at the Location, including providing each Participant with sufficient orientation to the equipment and systems at the Location to enable the Participant to perform any tasks assigned.

3.3. **Capacity.** Walgreen will notify the Organization as to the number of Participants it can accommodate for an academic period.

3.4. **Staffing.** Walgreen will maintain at least its normal staffing levels while Participants are present at a Location. In no event will a Participant be expected or allowed to perform services in lieu of staff employees or otherwise displace regular employees.

4. ORGANIZATION RESPONSIBILITIES

4.1. **Program Coordinator.** The Organization will appoint one (1) faculty member to serve as the primary educational coordinator for the Program (the “**Coordinator**”). The Coordinator will be responsible for the overall management of each Participant’s educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Participants are present at any Location in connection with the Program.

4.2. **Permits.** The Organization shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacy technician’s license for each Participant, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The Organization shall promptly notify Walgreen of any adverse change in its accreditation or licensing status.

4.3. **Qualification of Participants.** The Organization shall ensure, through qualified faculty and curriculum, that each Participant is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate’s preparedness shall be measured by (i) academic performance indicating an ability to understand what the Participant will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Participant will observe and perform, and (iii) the candidate’s deportment and conduct as appropriate for the setting.

4.4. **Background Testing and Exclusions Screening.** The Organization will be primarily responsible for selecting each Participant who is to participate in the Program. Where required by applicable law, the Organization will verify that each Participant (a) has a current PPD skin test, a rubella titer, documentation of two live measles vaccines, varicella titer, and Hepatitis B vaccine (or a signed waiver stating the Participant has elected not to initiate the Hepatitis vaccine); (b) has completed OSHA training for blood-borne pathogens; and (c) has obtained any required certifications to allow the Participant to provide education and counseling for the advanced pharmacy practice experiences and where permissible by law.

The Organization will conduct a criminal background check for each Participant, including obtaining, as applicable, information from Federal, State (including the Participant’s state of residence if different from the state in which the Organization is located) and local governmental sources. All background checks shall be conducted in a manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws and shall include, at a minimum, the following checks: (1) Social Security Number (SSN) verification and validation; (2) name and address history; (3) National

Criminal Database; (4) County Felony and Misdemeanor (for minimum of 7-year residence history); (5) National Sexual Offender Registry Search; and (6) OIG Exclusion List Check. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreens immediately. If any Participant's background check reveals a prior criminal record or any other negative material, the Organization and Walgreens will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreens may audit the Organization's background check process and background check records of Participants placed in the Program. Also, and in accordance with Walgreens Policies and Procedures, if a Participant is placed at a Walgreens location and the location is part of a random drug test, the Participant will also be tested.

4.5. The Organization will regularly check the OIG Excluded Individuals and Entities Database to verify that each Participant has not been excluded from participation in any Federally funded healthcare programs. Should such Participant become excluded; Walgreens must be immediately notified in writing and Walgreen shall have the right to require Organization to remove such Participant from Walgreens

4.6. **Preparation and Training.** The Organization will (a) be primarily responsible for the Participants' learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

4.7. **Compliance.** The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen's personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's standards, procedures and code of ethics.

4.8. **Access.** The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner.

5. PARTICIPANT RESPONSIBILITIES

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

6. INSURANCE

6.1. **Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("**Health Insurance**"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

6.2. **Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary and non-contributing. A certificate of such insurance shall be provided to Walgreen within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

7. **INDEMNIFICATION**

7.1. **Indemnity by Organization.** Intentionally Deleted

7.2. **Indemnity by Walgreen.** To the fullest extent allowed by law, Walgreen shall, during the term of this Agreement, indemnify and hold the Organization and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreen in connection with the Program; provided however, that Walgreen will not indemnify or hold the Organization harmless for any claims or damages arising from the negligence or willful misconduct of the Organization or any Participant or resulting from the failure of the Organization or any Participant to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

7.3. **Negligence.** Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent allowed by law.

8. **CONFIDENTIALITY**

8.1. **Definition.** Each party may be given access to the other party's confidential and proprietary information. "**Confidential Information**" shall mean material or information proprietary to either party or designated as Confidential Information by such party and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; Protected Health Information (as defined below), patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreen information; and proprietary Program design elements.

8.2. **Duty to Protect.** Each party will protect the other party's Confidential Information and will not disclose Confidential Information other than as permitted or required by the Agreement or as required by law. Any disclosures shall be to persons only as needs to be known with such persons being apprised of the confidentiality obligations and willing to comply with the terms of this Agreement.

8.3. **Exclusions.** Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "**Recipient**"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or as required by law. Before disclosing any Confidential Information under a court order or as required by law, the Recipient shall provide the other party (the "**Injured Party**") reasonable notice and the opportunity to object to or limit such disclosure. In addition to any other rights or remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be entitled to injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the

event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

8.4. **HIPAA Compliance.** Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder (“**HIPAA**”). The Program may involve the Participant’s exposure to or use of Walgreen Protected Health Information (“**Protected Health Information**”), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen’s policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term, and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

8.5. **Survival.** The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

9. PROGRAM PRACTICES

9.1. **Recordkeeping.** Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

9.2. **Termination of Participants.** Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen’s business or Walgreen's responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant’s unacceptable conduct that resulted in such termination.

9.3. **No Guaranteed Offer.** Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

9.4. **No Compensation.** The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker’s Compensation coverage with respect to any Participant.

10. MISCELLANEOUS

10.1. **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without

limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

10.2. **Headings, Counterparts.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.3. **Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

10.4. **Compliance with Laws.** The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

10.5. **Independent Contractor.** The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Organization and Walgreen. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreen nor the Organization shall be under any obligation to any third party by reason of this Agreement or any term thereof.

10.6. **Publicity.** Neither party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's corporate Vice President or Divisional Vice President of Corporate Communications.

10.7. **Conduct.** At all times while present at a Location, the Organization and its employees and students (including the Participants) will comply with all applicable Walgreen policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) code of conduct.

10.8. **Non-Assignment.** Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

10.9. **Non-Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

10.10. **Notices.** All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified or registered mail, return receipt requested, to:

Organization

Fort Worth Independent School District
1050 Bridgewood Street
Fort Worth, TX 76112
Attn.: Executive Director of CTE

Walgreen

Walgreen Co.
200 Wilmot Road, M.S. #1220
Deerfield, Illinois 60015
Attn.: Manager, Talent Acquisition

With a copy to:

Walgreen Co.
104 Wilmot Road, M.S. #1434
Deerfield, Illinois 60015
Attn.: Commercial Legal Services

Notices shall be deemed given upon receipt or refusal to accept delivery.

10.11. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

FORT WORTH INDEPENDENT SCHOOL

WALGREEN CO.

DS

By: _____
Name: David Saenz, Ed.D
Title: Chief Innovation Officer
Date: _____

By: *Wes Zartman*
Name: Wes Zartman
Title: Chief of Staff-WBA Global CHRO/Interim Lead TA
Date: 4.15.22

By: _____
Name: _____
Title: Superintendent of Schools
Date: _____

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY: <u>MLS</u>
TALENT ACQUISITION & DIVERSITY SERVICES	BY: <u><i>cgray</i></u>
	BY: _____

By: *Lynda Jackson*
Name: Lynda Jackson
Title: Sr. Legal Counsel
Date: 10.24.2022

EXHIBIT A

List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program. District pharmacy technician contact can be contacted at 817-814-1800.

North Side High School
2211 McKinley Avenue Fort Worth, TX 76164
Contact Name: Pharmacy Tech Instructor
Phone: (817) 814-4000

Texas Academy of Biomedical Sciences
300 Trinity Campus Cir, Fort Worth, TX 76102
Contact Name: Pharmacy Tech Instructor
Phone: (817) 815-2300

Oscar Dean Wyatt High School
2400 E Seminary Dr, Fort Worth, TX 76119
Contact Name: Pharmacy Instructor
Phone: (817) 815-8000

Green B. Trimble Technical High School
1003 W Cannon St, Fort Worth, TX 76104
Contact: Pharmacy Instructor
Phone: (817) 815-2500

CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE FIRST 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 First Reading - Revisions to Board Policies CQB(LOCAL), DH(LOCAL), FD(LOCAL) and FMF(LOCAL)
2. Decline to Approve First 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 First 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 Applicable

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
November 8, 2022 BOARD MEETING**

- **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

Plan	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.
Coordinator	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 and as required by law report to TEA breaches of system security.
Training	<p>The Each District employee and Board delegates to the Superintendent the authority to:</p> <ol style="list-style-type: none">1. Determine member shall annually complete the cybersecurity training program to be used in designated by the District;2. Verify. The District shall verify and report compliance with staff training requirements in accordance with guidance from the Department of Information Resources; and3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate. <p>The Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
Security Breach Notifications	<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">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information as required by to TEA and parents in accordance with law.</p>

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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>sites. Electronic media also includes all forms of telecommunications, such as landlines, cell phones, and web-based applications.</p>
Use with Students	<p>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 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 All other employees are prohibited from using electronic communication media to communicate di- rectly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall fur- ther detail address:</p> <ol style="list-style-type: none">1. Exceptions for family and social relationships;2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups; ; and3. Hours of the day during which electronic communication is discouraged or prohibited; and4. Other matters deemed appropriate by the Superintendent or designee. <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 communication media. [See CPC]</p>
Personal Use	<p>All employees An employee shall be held to the same professional standards in their his or her public use of electronic communication</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
November 8, 2022

TOPIC: **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES**
AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL) AND
FFH(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:

- AE(LOCAL): The District’s locally developed provisions on racial and ethnic educational equity moved to AEA(LOCAL) and the Board’s Constraints adopted March 22, 2022, were updated.
- AEA(LOCAL): The District’s locally developed provisions on racial and ethnic educational equity moved from AE(LOCAL) to this code with no changes. This code is labeled “Educational Equity”.
- EIF(LOCAL): Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements.
- FFBA(LOCAL): Standard-TASB policy: Senate Bill 1267 requires training in trauma-informed care to be provided in accordance with the Board’s professional development policy and repealed the requirement for the District to annually report the number of employees who participated in the training.
- FFH(LOCAL): Senate Bill 9 requires the District upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator and verbiage providing clarity to the definition of prohibited conduct was added.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL) and FFH(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL) and FFH(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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
November 8, 2022 BOARD MEETING: Second Reading**

- **AE(LOCAL)**: The District’s locally developed provisions on racial and ethnic educational equity moved to AEA(LOCAL) and the Board’s Constraints adopted March 22, 2022, were updated.
- **AEA(LOCAL)**: The District’s locally developed provisions on racial and ethnic educational equity moved from AE(LOCAL) to this code with no changes. This code is labeled “Educational Equity”.
- **EIF(LOCAL)**: Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements.
- **FFBA(LOCAL)**: Standard-TASB policy: Senate Bill 1267 requires training in trauma-informed care to be provided in accordance with the Board’s professional development policy and repealed the requirement for the District to annually report the number of employees who participated in the training.
- **FFH(LOCAL)**: Senate Bill 9 requires the District upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator and verbiage providing clarity to the definition of prohibited conduct was added.

Mission Statement

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

District Racial and Ethnic Equity Policy

~~The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students.~~

~~District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. Any achievement gap between white students and students of color (historically defined as black or African Americans, Africans, American Indians or Alaska natives, Asians, Latinos, native Hawaiian, or Pacific islanders) is unacceptable.~~

~~In order to advance racial and ethnic equity and improve student achievement for all students in District schools, the Board establishes the following goals:~~

- ~~1. The District shall provide every student with equitable access to high quality, culturally and personally relevant instruction, curricula, support, facilities, and other educational resources, even when this means differentiating resources to accomplish this goal.~~
- ~~2. The District shall actively monitor practices, including assessment practices, in special education. The District shall analyze and present annually the data regarding the representation and achievement of all students receiving special education services, regardless of race or ethnicity.~~
- ~~3. In order to ensure equitable practices regardless of race or ethnicity, the District shall actively monitor and work to eliminate the loss of instructional time due to disciplinary referrals. The District shall analyze and present annually the data regarding the number of students who lose instructional time due to disciplinary referrals.~~
- ~~4. The District shall actively work to encourage advanced academic opportunities. The District shall examine enrollment process and data annually to ensure no inequitable impact on students of color.~~
- ~~5. All employees and all students shall be given the opportunity to develop critical racial, ethnic, and cultural competence so~~

~~that they may understand the contexts in which they teach, work, and learn.~~

- ~~6.—The District shall create opportunities for all students and families—including families of students of color and those whose first language may not be English—for leadership development and empowerment as partners in education, planning, and decision-making.~~
- ~~7.—The District shall create welcoming environments that reflect support for racial and ethnic diversity.~~
- ~~8.—The District shall include partners who have demonstrated culturally specific expertise in meeting educational outcomes.~~
- ~~9.—The District shall develop employees' personal, professional, and organizational skills and knowledge in order to empower employees to address racial and ethnic disparities.~~
- ~~10.—The District shall not tolerate lower academic achievement for any student racial or ethnic group compared to peers.~~
- ~~11.—The District shall model racial and ethnic equity in business and operational practices.~~
- ~~12.—The District shall include cultural responsiveness in reviews of the curriculum, instructional practices, and assessment design.~~
- ~~13.—The District shall report annually on the recruiting, employment, placement, and retention of persons from under-represented racial and ethnic groups at all organizational levels.~~

~~The Board shall hold the Superintendent, central staff, campus staff, and Board members accountable for implementation of this policy. The Superintendent shall develop procedures to implement this policy and metrics to measure achievement of the stated goals and shall report on progress at the beginning, middle, and end of each academic year.~~

**Lone Star
Governance**

Board's Role

The Board shall:

1. Ensure creation of a shared mission that promotes improved student outcomes. The Board shall accomplish this by incorporating the District's mission into student outcome goals, Superintendent's constraints, and Board constraints.
2. Measure and communicate how well the mission is being accomplished. The Board shall accomplish this by collectively ensuring accountability through monthly monitoring of school

system performance to ensure progress toward the mission and regular communications to the community.

3. Provide guidance and direction for accomplishing the mission. The Board shall accomplish this by creating structure for the school system through distinct Board and Superintendent roles and responsibilities, which include selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent's constraints, and considering and voting on the Superintendent's recommendations.
4. Work with the Superintendent to lead the school system toward the mission. The Board shall accomplish this by behaving in a manner that demonstrates the unity of the Board and the school system.
5. Promote the mission. The Board shall accomplish this by providing advocacy for students, families, staff, and stakeholders.

In carrying out the above activities, the Board shall at all times comply with the Education Code and other laws, as applicable.

Superintendent's
Role

The Superintendent, as the Board's sole delegate (other than the internal auditor) for managing school system operations, shall be responsible for accomplishing the Board's student outcome goals within the boundaries provided by the Board's and Superintendent's constraints and state and federal law.

State and federal law require Board adoption of policies on a variety of topics. The Board's adopted policies in the school system's local policy manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. [See BP]

In recommending policies for Board adoption, the Superintendent shall identify when the Board is required to adopt a policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required Board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes. Any operational issues not required to be adopted by the Board shall be addressed in administrative regulations, and the Board shall take necessary steps to remove such issues from all policies in sections C–G of the District's localized Board policy manual.

Board's Student Outcome Goals for the Superintendent

Goal 1: Early Literacy

The Board's student outcome goals, as aligned with the school system mission, are to:

1. Increase the percentage of grade 3 students who score at "meets grade level" or higher on STAAR Reading from 34 percent to 47 percent by 2024.

Goal 2: Early Math

2. Increase the percentage of grade 3 students who score at "meets grade level" or higher on STAAR Mathematics from 34 percent to 45 percent by 2024.

Goal 3: College and Career Readiness

3. Increase the percentage of students graduating with a CCMR indicator from 43 percent to 48 percent by 2024.

The Superintendent shall interpret and implement the Board's student outcome goals and, in consultation with the Board, shall select goal progress measures (GPMs) for each student outcome goal [see AE(EXHIBIT)]. For any school year during which the Board's student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

Board's Constraints for the Superintendent

In attaining the Board's student outcome goals, the Superintendent shall not:

1. Make operational decisions that prevent access of all students to learning.
2. Make decisions without prioritizing physical health, safety, and mental well-being of students and their families and staff.
3. Reduce transparency and communication regarding the impact of strategic initiatives on student learning.
4. Operate without actively monitoring and working to eliminate the loss of instructional time.
5. Operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.

The school system shall pursue a "System of Great Schools" theory of action in which the central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high-performing schools and addressing low performers. Campus performance contracts shall require each campus to accomplish the Board's student outcome goals while operating within the Board's other constraints.

	<p>The Superintendent shall interpret the Superintendent's constraints and, in consultation with the Board, shall select constraint progress measures (CPMs) for each constraint [see AE(EXHIBIT)].</p>
<p>Board's Constraints for the Board</p>	<p>The Board shall operate within the Board's role, as defined above, and the Board's operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:</p> <ol style="list-style-type: none">1. Spend less than 50% of time during board authorized public meetings focused on student outcomes Modify this policy more than once per year;2. Give or appear to give operational advice or instructions to District staff Perform or appear to perform any of the responsibilities delegated to the Superintendent; or3. Behave in a manner that erodes trust and respect among the team of 10 Violate this or any other Board-adopted policy or Board operating procedures; or4. Allow the cost of staff time spent on governance to increase.
<p>Board Self-Evaluation</p>	<p>The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual evaluation of the Superintendent, shall conduct an annual summative self-evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.</p>
<p>Superintendent's Evaluation</p>	<p>The Board shall annually evaluate the Superintendent based on the school system's achievement of the Board's student outcome goals and compliance with the Superintendent's constraints. Accomplishment of at least 80 percent of the annual targets for either the student outcome goals (GPM) or of the adopted progress measures (CPM) shall be an automatic indicator of success; below that threshold, the Board's judgment shall be the indicator of success.</p>

**District Racial and
Ethnic Equity Policy**

The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students.

District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. Any achievement gap between white students and students of color (historically defined as black or African Americans, Africans, American Indians or Alaska natives, Asians, Latinos, native Hawaiian, or Pacific islanders) is unacceptable.

In order to advance racial and ethnic equity and improve student achievement for all students in District schools, the Board establishes the following goals:

1. The District shall provide every student with equitable access to high quality, culturally and personally relevant instruction, curricula, support, facilities, and other educational resources, even when this means differentiating resources to accomplish this goal.
2. The District shall actively monitor practices, including assessment practices, in special education. The District shall analyze and present annually the data regarding the representation and achievement of all students receiving special education services, regardless of race or ethnicity.
3. In order to ensure equitable practices regardless of race or ethnicity, the District shall actively monitor and work to eliminate the loss of instructional time due to disciplinary referrals. The District shall analyze and present annually the data regarding the number of students who lose instructional time due to disciplinary referrals.
4. The District shall actively work to encourage advanced academic opportunities. The District shall examine enrollment process and data annually to ensure no inequitable impact on students of color.
5. All employees and all students shall be given the opportunity to develop critical racial, ethnic, and cultural competence so that they may understand the contexts in which they teach, work, and learn.

6. The District shall create opportunities for all students and families—including families of students of color and those whose first language may not be English—for leadership development and empowerment as partners in education, planning, and decision-making.
7. The District shall create welcoming environments that reflect support for racial and ethnic diversity.
8. The District shall include partners who have demonstrated culturally specific expertise in meeting educational outcomes.
9. The District shall develop employees' personal, professional, and organizational skills and knowledge in order to empower employees to address racial and ethnic disparities.
10. The District shall not tolerate lower academic achievement for any student racial or ethnic group compared to peers.
11. The District shall model racial and ethnic equity in business and operational practices.
12. The District shall include cultural responsiveness in reviews of the curriculum, instructional practices, and assessment design.
13. The District shall report annually on the recruiting, employment, placement, and retention of persons from under-represented racial and ethnic groups at all organizational levels.

The Board shall hold the Superintendent, central staff, campus staff, and Board members accountable for implementation of this policy. The Superintendent shall develop procedures to implement this policy and metrics to measure achievement of the stated goals and shall report on progress at the beginning, middle, and end of each academic year.

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
Fine Arts Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.
Physical Education Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
Activities and Courses	
Private or Commercial Programs	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]
Financial Aid Application Confirmation	As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following: <ol style="list-style-type: none">1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;3. A copy or screenshot of the FAFSA acknowledgment page;

4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

**Statement of
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, sexual orientation, gender identity, gender expression, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

Discrimination

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, sexual orientation, gender identity, gender expression, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment
Prohibited
harassment
Statement
of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, sexual orientation, gender identity, gender expression, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, sexual orientation, gender identity, gender expression, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Harassment~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual
Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes:

1. *Quid pro quo*—Where a District employee conditions an educational benefit or service on a student's participation in unwelcome sexual conduct;
2. Hostile environment—Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's educational program or activity; and/or
3. Sexual assault, dating violence, domestic violence, or stalking as defined under the Clery Act and the Violence Against Women Act.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others	<p>Sexual harassment of a student, including harassment committed by another student, includes:</p> <ol style="list-style-type: none">1. <i>Quid pro quo</i>—Where a District employee conditions an educational benefit or service on a student’s participation in unwelcome sexual conduct;2. Hostile environment—Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s educational program or activity; and/or3. Sexual assault, dating violence, domestic violence, or stalking as defined under the Clery Act and the Violence Against Women Act.
Examples	<p>Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.</p> <p>Necessary or permissible physical contact such as assisting a child by taking the child’s hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.</p>
Gender-Based Harassment	<p>Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student’s gender, the student’s expression of characteristics perceived as stereotypical for the student’s gender, or the student’s failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none">1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or3. Otherwise adversely affects the student’s educational opportunities.
Examples	<p>Examples of gender-based harassment directed against a student, regardless of the student’s or the harasser’s actual or perceived sexual orientation or gender identity, may include offensive jokes,</p>

name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct **and any person who** believes that **a another** student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
Investigation of Reports Other Than Title IX	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment—Title IX.</p> <p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Initial Assessment	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.</p> <p>If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.</p>
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

<i>Notification of Outcome</i>	Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
District Action <i>Prohibited Conduct</i>	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.
Corrective Action	Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, and harassment, and retaliation.
<i>Bullying</i>	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
Appeal	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.
Response to Title IX Sexual Harassment— Title IX	For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).
General Response	When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;

5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: **APPROVE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR
THE YEAR ENDED JUNE 30, 2022****

BACKGROUND:

Each year the Texas Education Agency (TEA) requires school districts to prepare its annual financial statements, have the annual financial statements audited by a licensed independent Certified Public Accountant (CPA) firm, and submit the resulting audited Annual Financial and Compliance Report (AFR) to TEA for review. The annual report is due by no later than 150 days after the close of the fiscal year. The District's fiscal year ended on June 30, 2022. Therefore, the due date for submission of the report to TEA is November 27, 2022. TEA requires the Board of Education to take action to approve or disapprove the District's Annual Comprehensive Financial Report. The report has been completed for board review and action prior to submission to TEA on or before November 27, 2022.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2022
2. Decline to Approve Annual Comprehensive Financial Report for the Year Ended June 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

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:

District - Wide

RATIONALE:

The Board of Education is required to approve or disapprove the District's Annual Comprehensive Financial Report prior to the deadline for submission to TEA.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD:
JULY 1, 2022 – SEPTEMBER 30, 2022**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA (LEGAL). The report for the period July 1, 2022 – September 30, 2022, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2022 – September 30, 2022, totaled \$3,342,482. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Quarterly Investment Report for the Period: July 1, 2022 – September 30, 2022
2. Decline to Approve Quarterly Investment Report for the Period: July 1, 2022 – September 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: July 1, 2022 – September 30, 2022

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:

None

RATIONALE:

Review and approval of the District's Quarterly Investment Report is required pursuant to Policy CDA (LEGAL)

INFORMATION SOURCE:

Carmen Arrieta-Candelaria



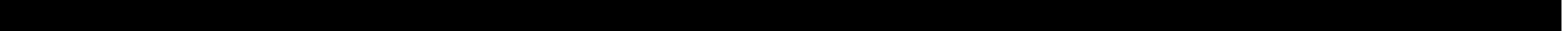
FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
07/01/2022- 09/30/2022

Investment Officer's Certification

This report is prepared for the Fort Worth Independent School District (the "District") in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the District's Investment Officers and includes the disclosures required in the PFIA. Market prices were obtained from the Custodial Bank, JP Morgan Chase. The investment portfolio complied with the PFIA and the District's approved Investment Policy and Strategy throughout the period. All investment transactions made in the following portfolio during the period were made on behalf of the District and were in full compliance with PFIA and the District's approved Investment Policy.

Total Rate of Return: 2.13%
 Interest Earned During the Period: \$1,386,148
 Interest Earned Fiscal Year to Date: \$3,342,482

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	140,001.07	140,001.07	140,001.07	0.02	2.68	1
Campus Activity Fund	4,624,572.53	4,624,572.53	4,624,572.53	0.65	2.68	1
CIP-2013 Bond Fund	1,217,392.17	1,217,392.17	1,217,392.17	0.17	2.68	1
CIP-2017 Bond Fund	146,048,776.74	146,048,776.74	146,048,776.74	20.41	2.48	1
CIP-2021 Bond Fund	150,250,857.45	150,250,857.45	150,250,857.45	20.99	2.48	1
Food Service Fund	11,379,834.55	11,379,834.55	11,379,834.55	1.59	2.68	1
General Operating Fund	269,154,752.24	269,154,752.24	269,154,752.24	37.61	2.64	1
Interest & Sinking Debt Service Fund	44,867,253.64	44,867,253.64	44,867,253.64	6.27	2.64	1
Real Estate Proceeds	41,021,529.93	41,021,529.93	41,021,529.93	5.73	2.48	1
Scholarships	564,812.50	582,817.26	586,046.61	0.08	2.68	1
Student Activity Funds	560,287.16	560,287.16	560,287.16	0.08	2.68	1
TRE FUND	45,822,020.67	45,822,020.67	45,822,020.67	6.40	2.48	1
Total / Average	715,652,090.65	715,670,095.41	715,673,324.76	100.00	2.55	1



Carmen Arrieta-Candelaria 10/17/22
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer Date

Maria Chavez 10/17/2022
 Ms. Maria Chavez, Comptroller Date

Tonya Wright 10/17/2022
 Ms. Tonya D. Wright, Treasurer Date

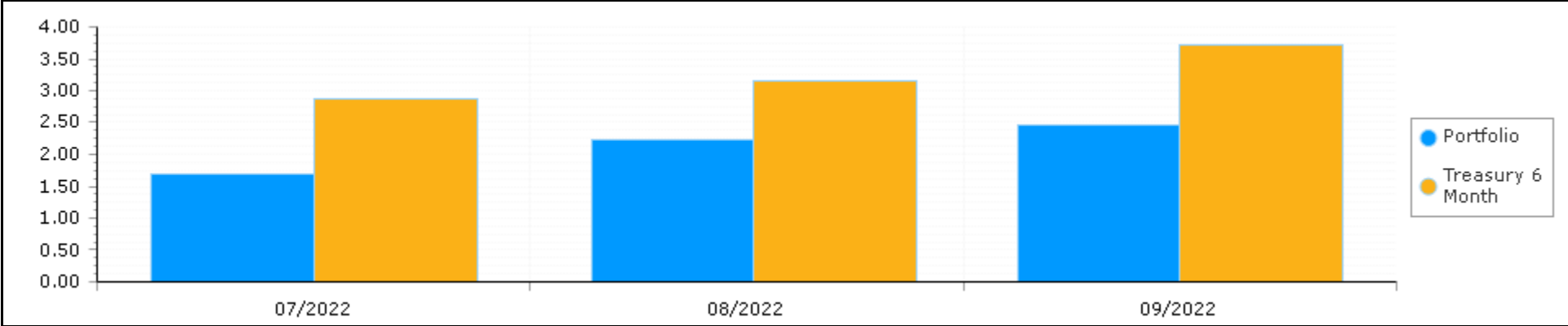
Fort Worth Independent School District Total Rate of Return - Book Value by Month

All Portfolios

Begin Date: 7/31/2022, End Date: 9/30/2022

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
7/31/2022	645,587,717.40	884,645.13	0.00	884,645.13	636,920,031.13	0.14	1.68	2.87
8/31/2022	607,530,762.94	1,071,689.86	0.00	1,071,689.86	581,994,844.74	0.18	2.23	3.15
9/30/2022	558,709,815.02	1,386,147.69	0.00	1,386,147.69	680,200,726.79	0.20	2.47	3.71
Total/Average	645,587,717.40	3,342,482.68	0.00	3,342,482.68	631,589,917.90	0.53	2.13	3.24

Annualized TRR-BV



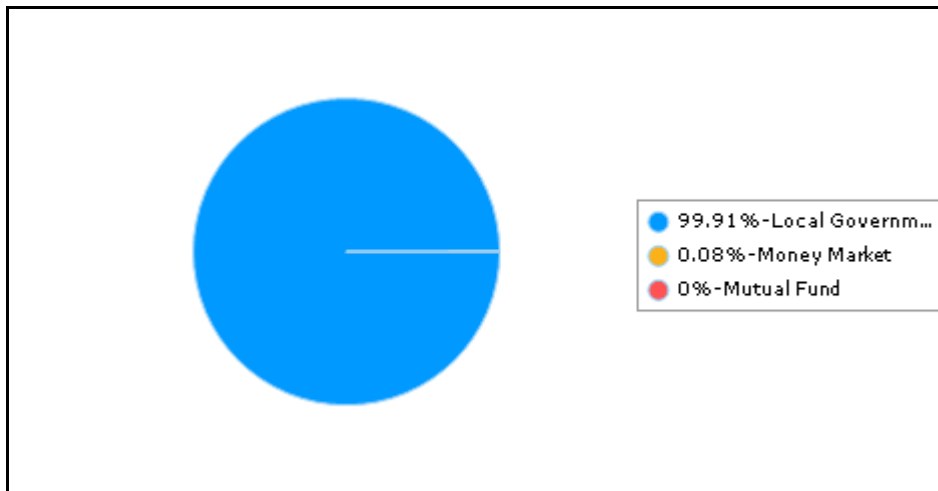
Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 6/30/2022, End Date: 9/30/2022

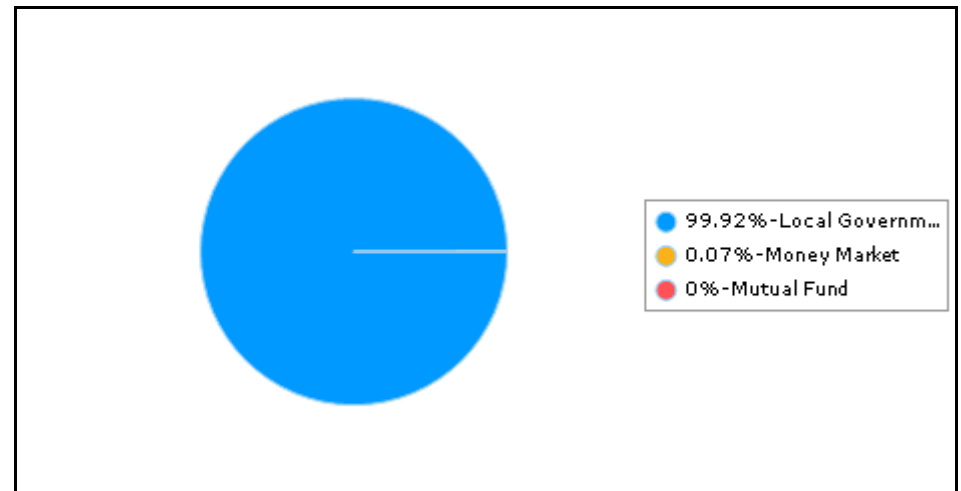
Security Sector Allocation

Security Sector	Book Value 6/30/2022	% of Portfolio 6/30/2022	Book Value 9/30/2022	% of Portfolio 9/30/2022
Local Government Investment Pool	645,034,091.88	99.91	715,117,417.71	99.92
Money Market	530,179.52	0.08	532,461.05	0.07
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	645,587,717.40	100.00	715,673,324.76	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 9/30/2022



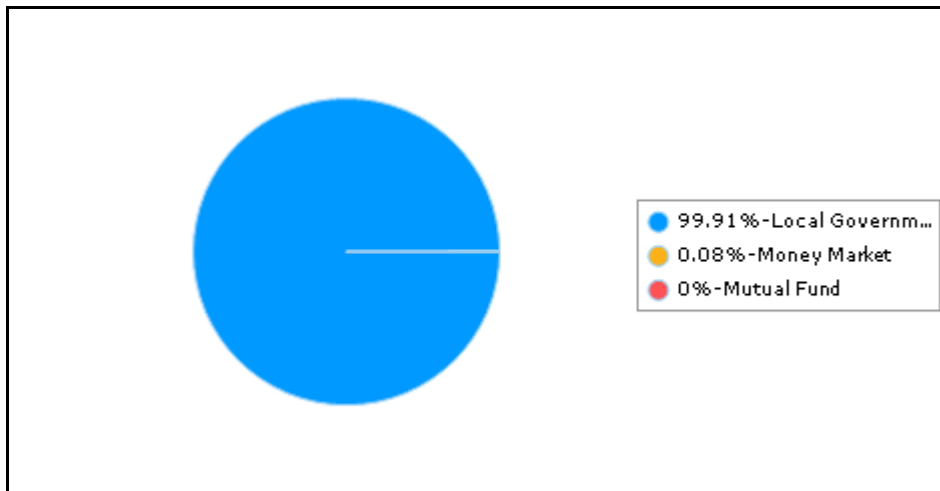
Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2022, End Date: 9/30/2022

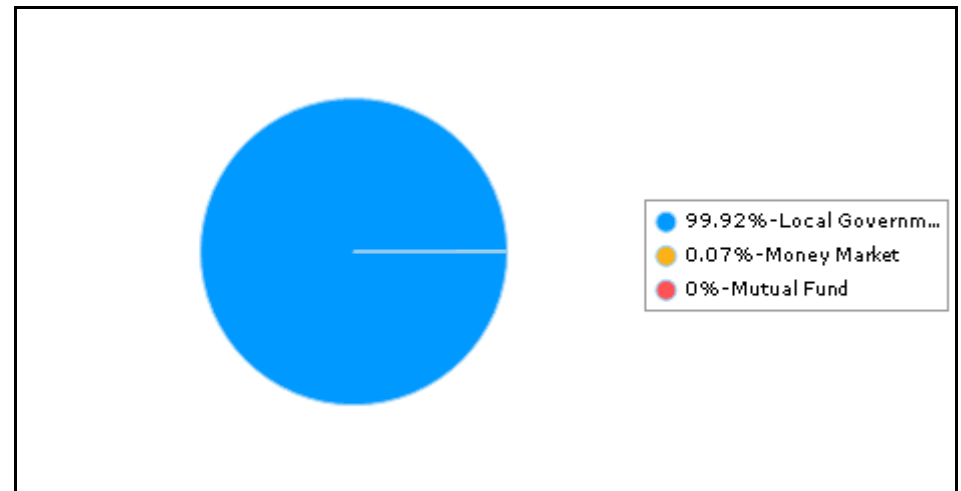
Security Type Allocation

Security Type	Book Value 6/30/2022	% of Portfolio 6/30/2022	Book Value 9/30/2022	% of Portfolio 9/30/2022
Local Government Investment Pool	645,034,091.88	99.91	715,117,417.71	99.92
Money Market	530,179.52	0.08	532,461.05	0.07
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	645,587,717.40	100.00	715,673,324.76	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 9/30/2022



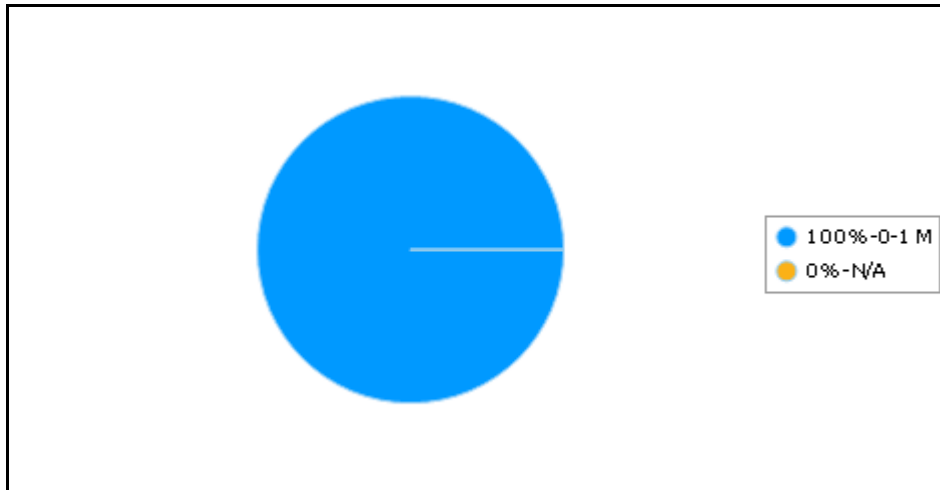
**Fort Worth Independent School District
Distribution by Maturity Range - Market Value
All Portfolios**

Begin Date: 6/30/2022, End Date: 9/30/2022

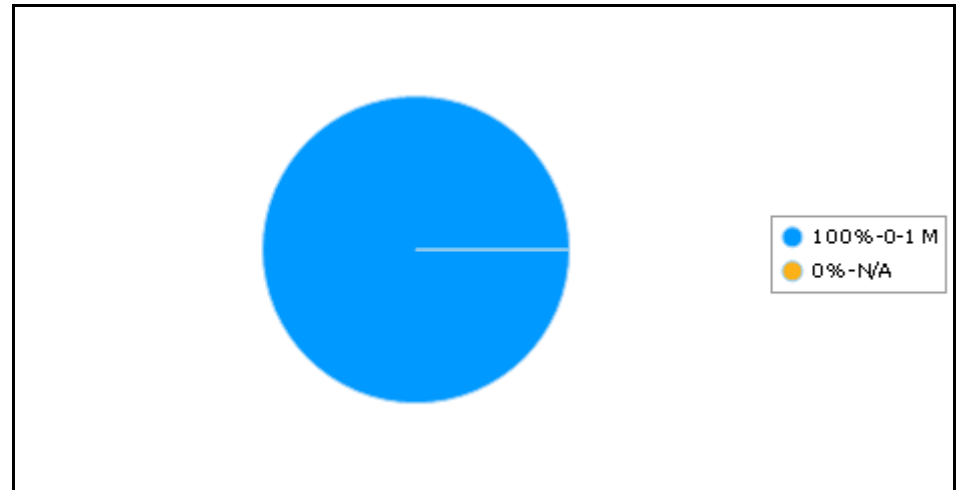
Maturity Range Allocation

Maturity Range	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022
0-1 Month	645,564,271.40	100.00	715,649,878.76	100.00
N/A	21,300.47	0.00	20,216.65	0.00
Total / Average	645,585,571.87	100.00	715,670,095.41	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 9/30/2022



Fort Worth Independent School District Distribution by Issuer - Market Value

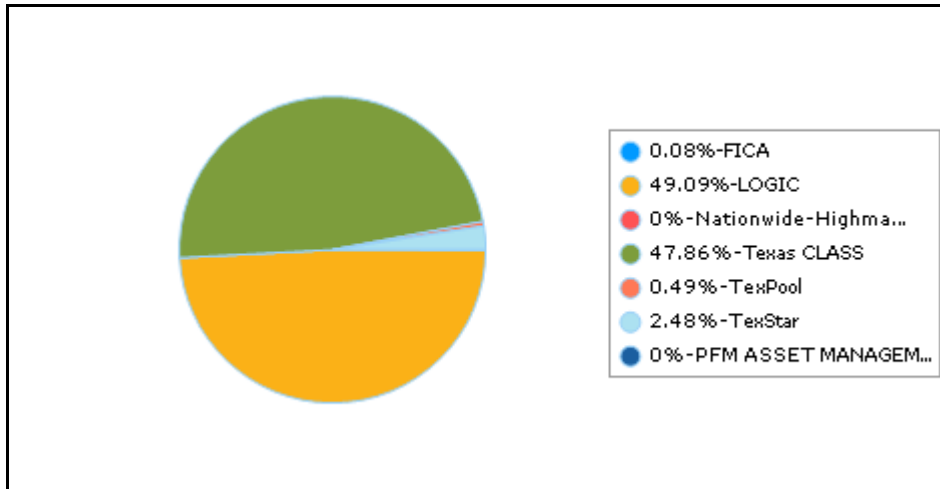
All Portfolios

Begin Date: 6/30/2022, End Date: 9/30/2022

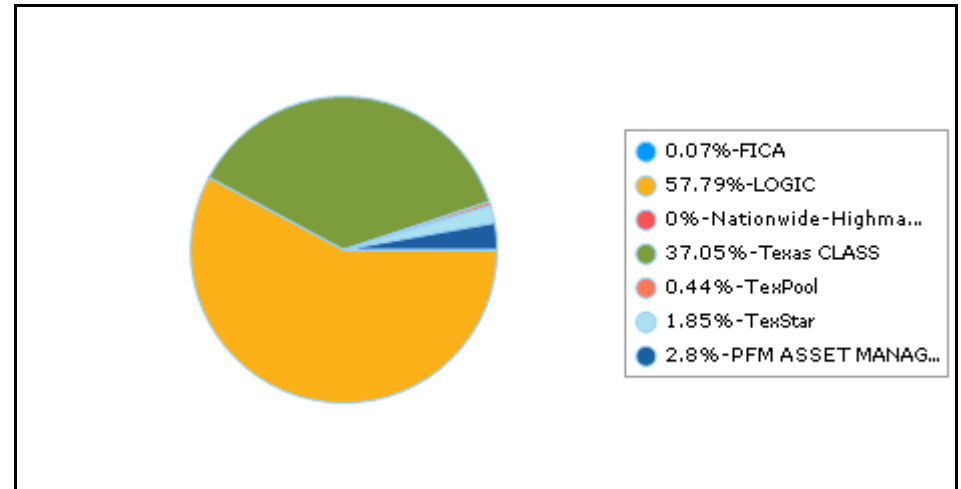
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022
FICA	530,179.52	0.08	532,461.05	0.07
LOGIC	316,895,173.38	49.09	413,563,998.25	57.79
Nationwide-Highmark Bond	21,300.47	0.00	20,216.65	0.00
Texas CLASS	309,000,124.06	47.86	265,152,476.53	37.05
TexPool	3,146,616.51	0.49	3,162,726.75	0.44
TexStar	15,992,177.93	2.48	13,222,317.22	1.85
PFM ASSET MANAGEMENT	0.00	0.00	20,015,898.96	2.80
Total / Average	645,585,571.87	100.00	715,670,095.41	100.00

Portfolio Holdings as of 6/30/2022



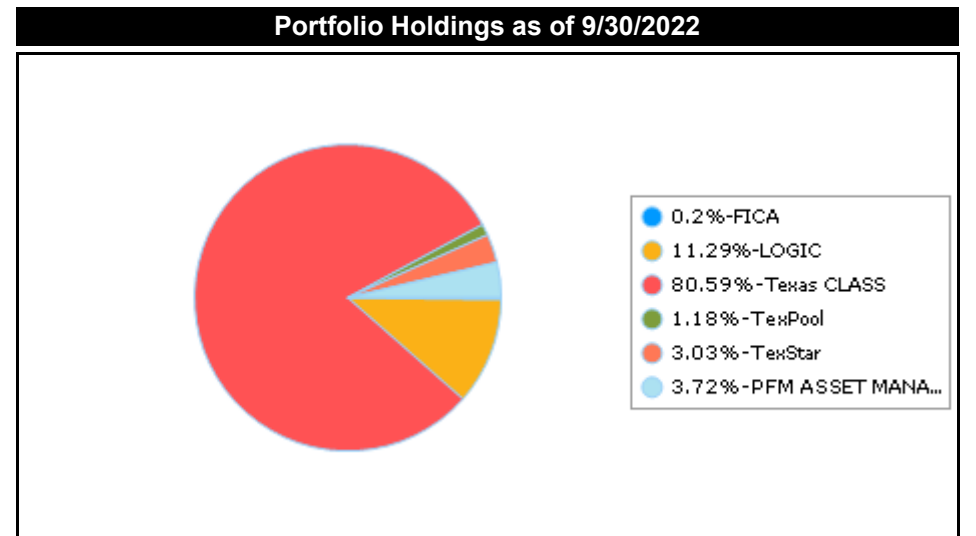
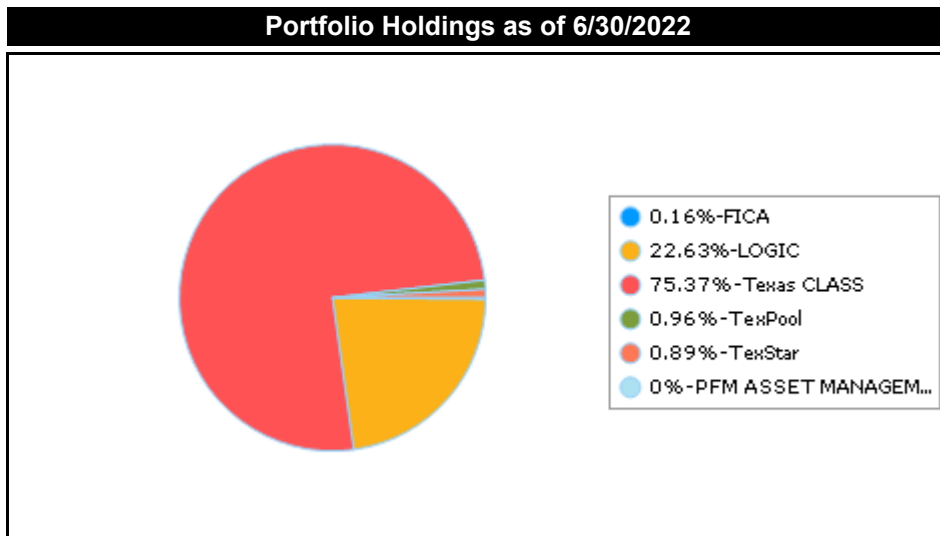
Portfolio Holdings as of 9/30/2022



Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 6/30/2022, End Date: 9/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022
FICA	530,179.52	0.16	532,461.05	0.20
LOGIC	74,441,559.19	22.63	30,377,199.60	11.29
Texas CLASS	247,968,880.50	75.37	216,914,048.58	80.59
TexPool	3,146,616.51	0.96	3,162,726.75	1.18
TexStar	2,935,211.71	0.89	8,162,531.11	3.03
PFM ASSET MANAGEMENT	0.00	0.00	10,005,785.15	3.72
Total / Average	329,022,447.43	100.00	269,154,752.24	100.00

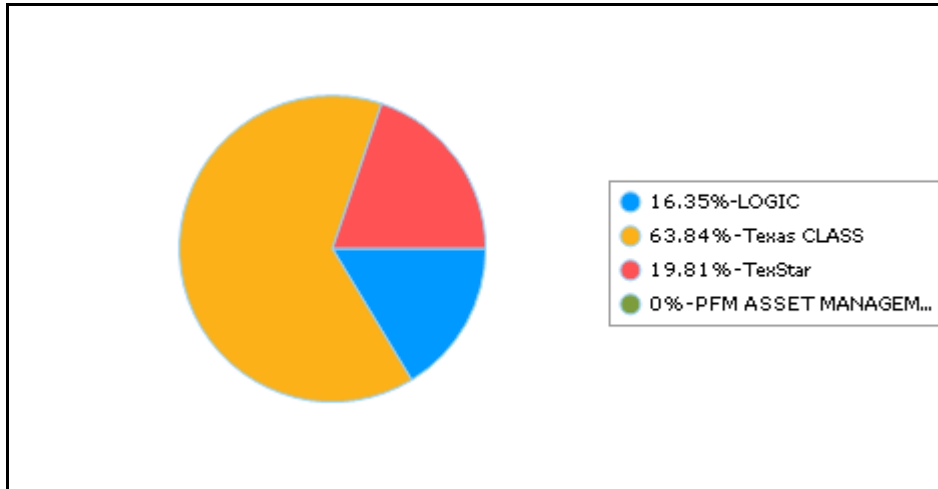


Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

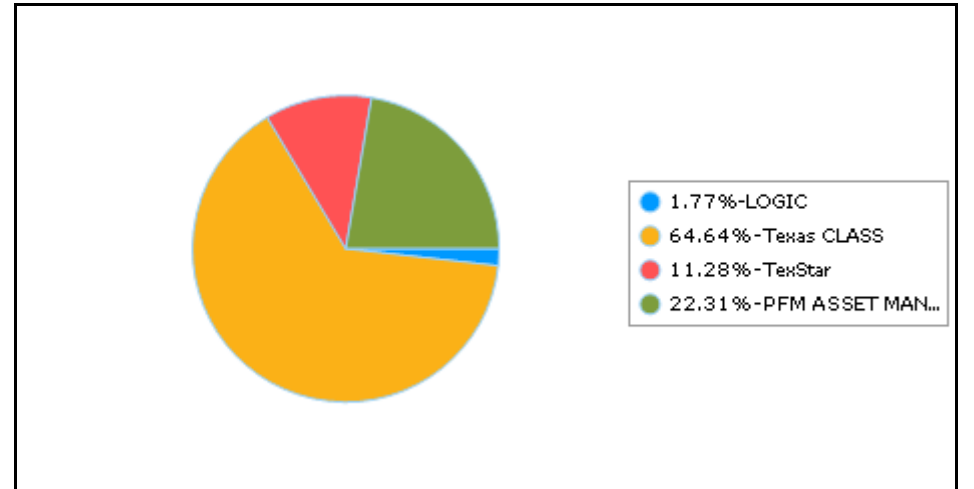
Begin Date: 6/30/2022, End Date: 9/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022
LOGIC	10,776,839.39	16.35	793,272.99	1.77
Texas CLASS	42,074,697.00	63.84	29,004,080.73	64.64
TexStar	13,056,966.22	19.81	5,059,786.11	11.28
PFM ASSET MANAGEMENT	0.00	0.00	10,010,113.81	22.31
Total / Average	65,908,502.61	100.00	44,867,253.64	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 9/30/2022



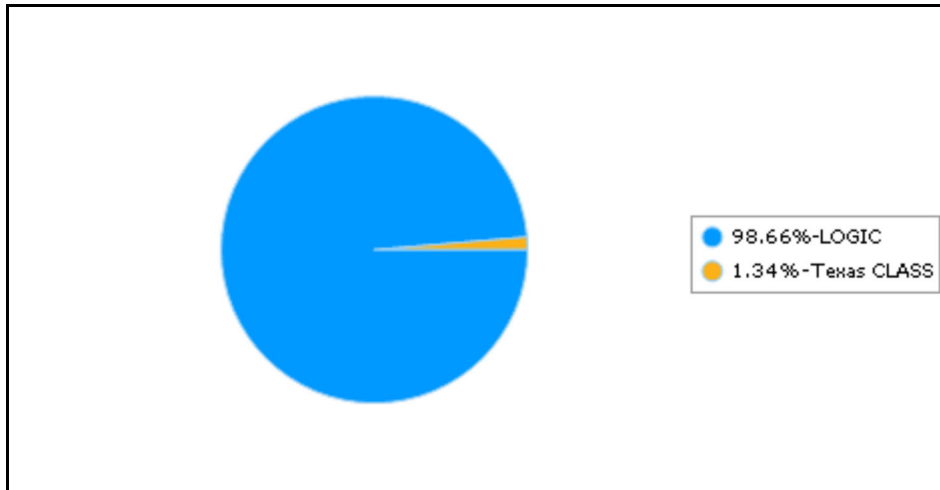
**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

Begin Date: 6/30/2022, End Date: 9/30/2022

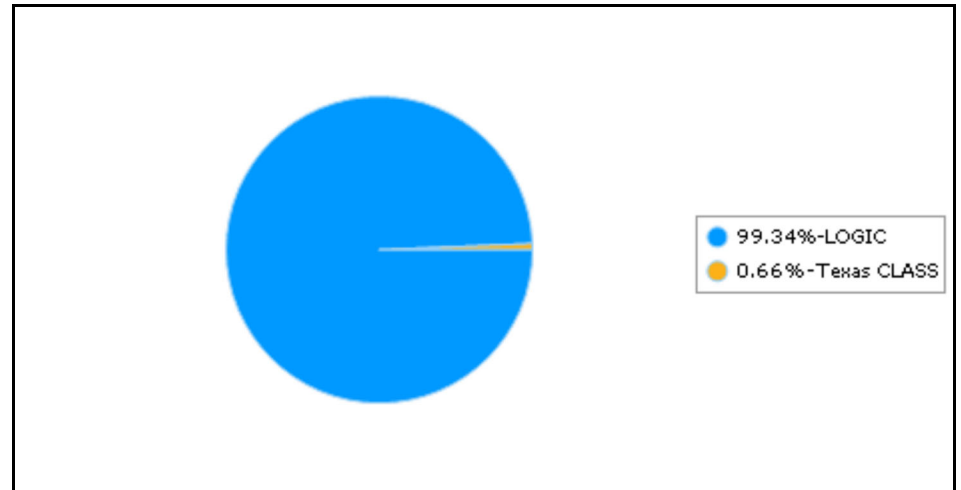
Issuer Allocation

Issuer	Market Value 6/30/2022	% of Portfolio 6/30/2022	Market Value 9/30/2022	% of Portfolio 9/30/2022
LOGIC	144,535,296.60	98.66	295,549,975.06	99.34
Texas CLASS	1,956,187.96	1.34	1,967,051.30	0.66
Total / Average	146,491,484.56	100.00	297,517,026.36	100.00

Portfolio Holdings as of 6/30/2022



Portfolio Holdings as of 9/30/2022



**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 9/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	140,001.07	100.00	140,001.07	0.02%	NR	1
TXCLASS0011	140,001.07	2.68	140,001.07	2.68		0.00	NR	0
			140,001.07		140,001.07	0.02%		1
Sub Total Agency Campus Funds	140,001.07	2.68	140,001.07	2.68		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,624,572.53	100.00	4,624,572.53	0.65%	S&P-AA+	1
TXCLASS0005	4,624,572.53	2.68	4,624,572.53	2.68		0.00	NR	0
			4,624,572.53		4,624,572.53	0.65%		1
Sub Total Campus Activity Fund	4,624,572.53	2.68	4,624,572.53	2.68		0.00		0
CIP-2013 Bond Fund								
Texas CLASS LGIP		4/14/2014	1,217,392.17	100.00	1,217,392.17	0.17%	S&P-AA+	1
TXCLASS0007	1,217,392.17	2.68	1,217,392.17	2.68		0.00	NR	0
			1,217,392.17		1,217,392.17	0.17%		1
Sub Total CIP-2013 Bond Fund	1,217,392.17	2.68	1,217,392.17	2.68		0.00		0
CIP-2017 Bond Fund								
LOGIC LGIP		5/2/2018	145,299,117.61	100.00	145,299,117.61	20.3%	NR	1
LOGIC13006	145,299,117.61	2.48	145,299,117.61	2.48		0.00	NR	0
Texas CLASS LGIP		5/4/2018	749,659.13	100.00	749,659.13	0.1%	NR	1
TXCLASS0009	749,659.13	2.68	749,659.13	2.68		0.00	NR	0
			146,048,776.74		146,048,776.74	20.4%		1
Sub Total CIP-2017 Bond Fund	146,048,776.74	2.48	146,048,776.74	2.48		0.00		0
CIP-2021 Bond Fund								
LOGIC LGIP		9/7/2022	150,250,857.45	100.00	150,250,857.45	20.99%	NR	1
LOGIC13008	150,250,857.45	2.48	150,250,857.45	2.48		0.00	NR	0
			150,250,857.45		150,250,857.45	20.99%		1
Sub Total CIP-2021 Bond Fund	150,250,857.45	2.48	150,250,857.45	2.48		0.00		0
Food Service Fund								

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 9/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Texas CLASS LGIP		2/14/2012	11,379,834.55	100.00	11,379,834.55	1.59%	S&P-AA+	1
TXCLASS0002	11,379,834.55	2.68	11,379,834.55	2.68		0.00	NR	0
Sub Total Food Service Fund	11,379,834.55	2.68	11,379,834.55	2.68	11,379,834.55	1.59%	0.00	1
General Operating Fund								
FICA MM		2/8/2016	532,461.05	100.00	532,461.05	0.07%	NR	1
FICA9057-GO	532,461.05	2.09	532,461.05	2.09		0.00	NR	0
LOGIC LGIP		9/25/2014	30,377,199.60	100.00	30,377,199.60	4.24%	NR	1
LOGIC13001	30,377,199.60	2.48	30,377,199.60	2.48		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/18/2022	10,005,785.15	100.00	10,005,785.15	1.4%	NR	1
PFM-1265-03	10,005,785.15	2.72	10,005,785.15	2.72		0.00	NR	0
Texas CLASS LGIP		5/31/2010	216,914,048.58	100.00	216,914,048.58	30.31%	S&P-AA+	1
TXCLASS0001	216,914,048.58	2.68	216,914,048.58	2.68		0.00	NR	0
TexPool LGIP		6/30/2010	3,162,726.75	100.00	3,162,726.75	0.44%	S&P-AA+	1
TEXPOOL00001	3,162,726.75	2.41	3,162,726.75	2.41		0.00	NR	0
TexStar LGIP		5/31/2010	8,162,531.11	100.00	8,162,531.11	1.14%	S&P-AA+	1
TEXSTAR11110	8,162,531.11	2.29	8,162,531.11	2.29		0.00	NR	0
Sub Total General Operating Fund	269,154,752.24	2.64	269,154,752.24	2.64	269,154,752.24	37.6%	0.00	1
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	793,272.99	100.00	793,272.99	0.11%	NR	1
LOGIC13003	793,272.99	2.48	793,272.99	2.48		0.00	NR	0
PFM ASSET MANAGEMENT LGIP		7/21/2022	10,010,113.81	100.00	10,010,113.81	1.4%	NR	1
PFM-1265-04	10,010,113.81	2.72	10,010,113.81	2.72		0.00	NR	0
Texas CLASS LGIP		5/31/2010	29,004,080.73	100.00	29,004,080.73	4.05%	S&P-AA+	1
TXCLASS0003	29,004,080.73	2.68	29,004,080.73	2.68		0.00	NR	0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 9/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
TexStar LGIP		5/31/2010	5,059,786.11	100.00	5,059,786.11	0.71%	S&P-AA+	1
TEXSTAR33330	5,059,786.11	2.29	5,059,786.11	2.29		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	44,867,253.64	2.64	44,867,253.64	2.64	44,867,253.64	6.27%		1
						0.00		0
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	41,021,529.93	100.00	41,021,529.93	5.73%	NR	1
LOGIC13007	41,021,529.93	2.48	41,021,529.93	2.48		0.00	NR	0
Sub Total Real Estate Proceeds	41,021,529.93	2.48	41,021,529.93	2.48	41,021,529.93	5.73%		1
						0.00		0
Scholarships								
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.14	20,216.65	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-3,229.35	NR	
Texas CLASS LGIP		4/24/2014	562,600.61	100.00	562,600.61	0.08%	S&P-AA+	1
TXCLASS008	562,600.61	2.68	562,600.61	2.68		0.00	NR	0
Sub Total Scholarships	564,812.50	2.68	586,046.61	2.68	582,817.26	0.08%		1
						-3,229.35		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	560,287.16	100.00	560,287.16	0.08%	NR	1
TXCLASS0010	560,287.16	2.68	560,287.16	2.68		0.00	NR	0
Sub Total Student Activity Funds	560,287.16	2.68	560,287.16	2.68	560,287.16	0.08%		1
						0.00		0
TRE FUND								
LOGIC LGIP		3/8/2018	45,822,020.67	100.00	45,822,020.67	6.4%	NR	1
LOGIC13005	45,822,020.67	2.48	45,822,020.67	2.48		0.00	NR	0
Sub Total TRE FUND	45,822,020.67	2.48	45,822,020.67	2.48	45,822,020.67	6.4%		1
						0.00		0

**Fort Worth Independent School District
Portfolio Holdings by Portfolio Name
All Portfolios**

Date: 9/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
			715,673,324.76		715,670,095.41	100.00%		1
TOTAL PORTFOLIO	715,652,090.65	2.55	715,673,324.76	2.55		-3,229.35		0

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: **APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
OCTOBER 31, 2022****

BACKGROUND:

The 2022-2023 General Fund was initially adopted on June 28, 2022. During the month of October 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.

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 October 31, 2022
2. Decline to Approve Budget Amendment for the Period Ended October 31, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended October 31, 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

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
Revenue and Other Sources							
5700 Local Revenue	\$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
5900 Federal Revenue	\$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
Total Revenue & Other Sources	\$779,132,132	\$ -	779,132,132	\$ -	779,132,132	\$ -	779,132,132
Expenditures							
11 Instruction	\$ 451,199,513	\$835,642	452,035,155	\$ 6,046,650	\$ 458,081,805	\$ (224,829)	\$ 457,856,976
12 Instructional Resources and Media Services	12,453,876	67,314	12,521,190	157,758	12,678,948	300	12,679,248
13 Curriculum and Instructional Staff Developme	11,588,543	-	11,588,543	214,463	11,803,006	(17,730)	11,785,276
21 Instructional Administration	15,604,617	-	15,604,617	1,265,930	16,870,547	24,165	16,894,712
23 School Administration	52,130,748	-	52,130,748	25,801	52,156,549	32,433	52,188,982
31 Guidance and Counseling Services	48,301,359	-	48,301,359	(188,515)	48,112,844	(1,681)	48,111,163
32 Social Work Services	5,160,819	-	5,160,819	31,170	5,191,989	(1,000)	5,190,989
33 Health Services	11,801,053	-	11,801,053	500	11,801,553	300	11,801,853
34 Student Transportation	24,581,334	1,055,089	25,636,423	16,072,454	41,708,877	(80,000)	41,628,877
35 Food Services	472,192	-	472,192	4,000	476,192	169,000	645,192
36 Cocurricular/Extracurricular Activities	19,090,722	-	19,090,722	562,388	19,653,110	44,782	19,697,892
41 General Administration	23,664,497	-	23,664,497	90,400	23,754,897	(575)	23,754,322
51 Plant Maintenance and Operations	93,406,299	3,990,453	97,396,752	945,202	98,341,954	305,863	98,647,817
52 Security and Monitoring Services	12,966,454	-	12,966,454	1,068,694	14,035,148	-	14,035,148
53 Data Processing Services	25,719,627	6,729,553	32,449,180	(65,468)	32,383,712	(251,568)	32,132,144
61 Community Services	5,275,169	-	5,275,169	(27,870)	5,247,299	540	5,247,839
71 Debt Service	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
95 Payments to Juvenile Justice Alt Ed Program	-	-	-	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
Total Budgeted Expenditures	\$819,514,451	14,161,337	\$ 833,675,788	26,228,857	\$ 859,904,645	(0)	\$ 859,904,645
Total Deficit	\$ (40,382,319)	(14,161,337)	\$ (54,543,656)	(26,228,857)	\$ (80,772,513)	0	\$ (80,772,513)
Fund Balance- Beginning (Unaudited)	364,792,311		364,792,311		364,792,311		364,792,311
Fund Balance - Ending (Unaudited)	\$324,409,992	(\$14,161,337)	13410,248,655	(\$26,228,857)	\$284,019,798	\$0	\$284,019,798

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

**TOPIC: APPROVE GOAL PROGRESS MEASURE REPORT FROM THE
OCTOBER 25, 2022 BOARD MEETING AND THE NOVEMBER 8, 2022
BOARD MEETING**

BACKGROUND:

The Fort Worth ISD Board of Trustees (the “Board”) and Superintendent work collaboratively to implement the Lone Star Governance (LSG) Framework to focus on one primary objective: Improving Student Outcomes. The intention of LSG is to provide a continuous improvement model for governing teams. Participants in Lone Star Governance work with an LSG Coach to develop the mindset, the knowledge and the skills on how to work collaboratively together as a Board and with the Superintendent to develop: a vision of improving student outcomes; student outcome goals; methods to communicate local values, and effective local accountability by monitoring the progress towards achieving the student outcome goals.

The Administration updated the Board on the following Lone Star Governance Progress Monitoring Report: Goal 1: Early Literacy Progress Update on October 25, 2022 and Goal 2: Early Math Progress Update on November 8, 2022. In order to receive Student Outcome Minutes and/or Adult Behavior Minutes, the Board must discuss and approve the Student Outcome Goal Monitoring Reports according to the board adopted Monitoring Calendar.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Goal Progress Measure Report from the October 25, 2022 Board Meeting and the November 8, 2022 Board Meeting
2. Decline to Approve Goal Progress Measure Report from the October 25, 2022 Board Meeting and the November 8, 2022 Board Meeting
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Goal Progress Measure Report from the October 25, 2022 Board Meeting and the November 8, 2022 Board Meeting

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 Fort Worth ISD Schools, Communities, and Stakeholders

RATIONALE:

Approval of the Goal Progress Measures Reports will ensure that Fort Worth ISD is in compliance with Lone Star Governance (LSG) Framework.

INFORMATION SOURCES:

Board of Trustees
Angélica Ramsey
Karen Molinar

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: 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

BACKGROUND:

On September 25, 2018, the Board of Trustees gave authorization to enter contracts for JOC HAZMAT abatement services for the 2017 Capital Improvement Program in an amount not to exceed \$9,500,000 [Request for Proposal (RFP #19-002)]. On December 10, 2019, the Board of Trustees gave additional approval for JOC HAZMAT abatement services for the 2017 Capital Improvement Program in an amount not-to-exceed \$4,000,000 (RFP #19-002).

On December 10, 2019, the Board of Trustees authorized the purchase of JOC HAZMAT abatement services for O.D. Wyatt High School addition/renovation project in an amount not to exceed \$1,487,063.00. On June 22, 2021, the Board of Education authorized additional spending authority of \$230,000 for additional hazardous material abatement at O.D. Wyatt High School.

Prior to the completion of the final phase of construction, additional hazardous materials waste was identified. On September 28, 2021, the Board of Trustees approved the additional spending authority of \$33,000.

Purchase Order Number	32000286	32200006	32200059	Total
Original Contract Amount:	\$1,481,179.14	\$228,299.50	\$32,505.77	\$1,741,984.41
Previously Paid:	(\$1,407,120.18)	(\$216,884.52)	(\$30,880.48)	(\$1,654,885.18)
Final Retainage Payment Due:	\$74,058.96	\$11,414,.98	\$1,625.29	\$87,099.23

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with DWW Abatement, Inc., for Job #008-212 (RFP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout Contract with DWW Abatement, Inc., for Job #008-212 (RFP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract with DWW Abatement, Inc., for Job #008-212 (RFP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017 671-00-2116-000-000-00-000-000000 -

COST:

\$87,099.23

VENDOR:

DWW Abatement, Inc.*

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Bid/Proposal Statistics

Bid Number: 19-002

Number of Bid/Proposals received: 12

HUB Firms: 2

Compliant Bids: 9

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.

**Historically Underutilized Business*

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

Capital Improvement Program
O.D. Wyatt High School

RATIONALE:

DWW Abatement Inc., has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement. The work has been inspected by Icon Environmental Consultants, Inc., and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: 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

BACKGROUND:

As a result of the 2017 Bond Election, the Board of Trustees approved authorization to enter into a construction contract for an addition/renovation at Western Hills High School (Job #015-202 / RFQ #19-100) on May 21, 2019. The Furniture, Fixtures, and Equipment (FF and E) for this project is purchased in phases as the addition/renovations in specific areas are complete. On February 25, 2020, the Board of Trustees authorized the purchase of furniture, fixtures, and equipment for the Western Hills High School addition/renovation project in an amount not to exceed \$1,266,210.

During the final phases of construction, there are additional FF and E purchases needed to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures, and Equipment for Western Hills High School in an amount not to exceed \$522,500.

FF and E budgets were originally based on a percentage of the overall project, and a Board document was approved with a “Not To Exceed” amount. In this instance, the budget was not quite enough to cover all spaces/rooms that will be renovated. We are requesting additional money from the project to be moved to the FF&E budget so we can purchase furniture for the downstairs classrooms that are to be renovated during the Betterment Project #015-503. The money will be pulled from areas within the existing project where additional expenses are not needed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for Western Hills High School Job #015-503 in conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for Western Hills High School Job #015-503 in conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Spending Authority for Furniture, Fixtures & Equipment (FF&E) For Western Hills High School Job #015-503 In Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017 671-81-XXXX-B43-015-99-000-015503

COST:

Not-to-Exceed - \$522,500

VENDOR:

Meteor Education, LLC – RFP #19-005

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid – Bid Summary / Evaluation

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

Capital Improvement Program
Western Hills High School

RATIONALE:

The purchase of FF and E is necessary for the addition and renovated spaces at Western Hills High School in conjunction with the 2017 Capital Improvement Program.

INFORMATION SOURCE:

Joseph Coburn

Quote ID	Terms	Quote Contact	Site Contact
84830-02 10/05/2022 JONVEA J.	Net 30 Days Prices Good Through 12/16/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Great Openings		OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 12%	Freight: 0%
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	13	LZ-S-C209-02X9 Description: TRACE BOOKCASE WARDROBE TOWER, LEFT COAT DOOR * Towers Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Paint finish * Welded steel frame construction * File/file Front: S - Square, Satin Nickel Loop Pull (qty 1 each) (srp \$.00) Paint: 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)	\$3,269.04	\$1,201.85	\$15,624.05
2	13	MZ-S-C209-02X9 Description: TRACE BOOKCASE WARDROBE TOWER, RIGHT COAT DOOR * Towers Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Paint finish * Welded steel frame construction * File/file Front: S - Square, Satin Nickel Loop (qty 1 each) (srp \$.00) Paint: 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)	\$3,269.04	\$1,201.85	\$15,624.05
Great Openings					\$31,248.10

National Office Furniture		OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 12%	Freight: 0%
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	26	N15GR-KD-2-22171-C2 Description: MESH BACK, ARMLESS, KNEE TILT, PLASTIC BASE * Mix-It Series * 26"D x 26-1/4"W x 39-1/2"-43-1/2"Adj. Ht. * Upholstered seat and mesh back * Black nylon base * Casters Casters: C2 - Soft Casters (qty 1 each) (srp \$.00) FabricGR2: 22171-Sedona - Fawn (qty 1 each) (srp \$.00) Pack: Tool-Less Knock Down (qty 1 each) (srp \$.00)	\$1,040.00	\$591.88	\$15,388.88
National Office Furniture					\$15,388.88

Smith System Manufacturing		OMNIA/Region 4 - Zone 1 Installed R191810	Discount: Net%	Install: 8%	Freight: NET
Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	26	01631C Description: SILHOUETTE SIT-STAND STUDENT DESK, COLLABORATIVE TOP * Silhouette Series * 21"D x 30"W x 26"-41"Adj. Ht. * 4 MM Edge * Platinum Base * Lockable Casters Edge: Charcoal (qty 1 each) (srp \$.00) Laminate: High Rise (qty 1 each) (srp \$.00)	\$686.97	\$424.94	\$11,048.44
2	728	03082D Description: INTERCHANGE DIAMOND STUDENT DESK * Interchange Series * 30"D x 34"W x 22"-34"Adj. Ht. * Laminate Top * 4 MM T-Mold Edge Finish * Frame Finish Edge: Charcoal (qty 1 each) (srp \$.00) FrameFinish: Platinum (qty 1 each) (srp \$.00) Laminate: Classic Linen (qty 1 each) (srp \$.00)	\$327.62	\$202.35	\$147,310.80
3	728	11855-CHR	\$216.02	\$133.43	\$97,137.04

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Customer Quick Quote (Quote #84830-02)

Western Hills HS- Phase 2 Classrooms

Site:
Western Hills High School
3600 Boston Avenue
Benbrook, TX 76116

Quote ID	Terms	Quote Contact	Site Contact
84830-02 10/05/2022 JONVEA J.	Net 30 Days Prices Good Through 12/16/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
		Description: FLAVORS A MOBILE STACK CHAIR ON CASTERS * Flavors Series * 22"D x 20"W x 31"H * 18" Seat height * Casters FrameFinish: Chrome (qty 1 each) (srp \$.00) Shell: Charcoal (qty 1 each) (srp \$.00)			
4	364	17599-PLT	\$195.55	\$120.78	\$43,963.92
		Description: 3" DUAL WHEEL CASTERS, PACK OF 6 * Elemental Series * Set of Six (6) 3" Dual Wheel Casters * Color Finish CasterColor: Platinum (qty 1 each) (srp \$.00)			
5	13	26160D	\$1,250.06	\$772.10	\$10,037.30
		Description: CASCADE TEACHER DESK SINGLE BULLET, B/B/F LEFT * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" Thick laminate top * 4 MM T-mold edge * Casters included Cascade Edge: Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)			
6	13	26161D	\$1,250.06	\$770.90	\$10,021.70
		Description: SINGLE BULLET CASCADE TEACHER DESK, BBF RIGHT HAND * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" Thick laminate top * 4 MM T-mold edge * Casters included Cascade Edge: Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)			
7	26	76517	\$127.98	\$79.04	\$2,055.04
		Description: MODESTY PANEL / PRIVACY SCREEN * 1-1/2"D x 24"W x 13-3/4"H * Does not work with 20" x 27" top			
8	26	76518	\$81.90	\$50.59	\$1,315.34
		Description: SIT + STAND TECHNOLOGY BASKET * UXL Series * 10"D x 14"W x 3"H * Attaches to underside of Sit + Stand Student Desks			
9	52	91100000P	\$1,663.68	\$1,027.56	\$53,433.12
		Description: CASCADE MEGA-TOWER OPEN WITH SHELVES * Cascade Series * 19"D x 43"W x 61-2/5"H * Platinum Frame * End Panel Finish * Casters CascadeEndPanel: Platinum (qty 1 each) (srp \$.00)			

Smith System Manufacturing \$376,322.70

TOTALS	
Product:	\$422,959.68
Install:	\$35,699.56
Freight:	\$16,332.82
[---] Sales Tax at 8.250%:	\$0.00
Total:	\$474,992.06

METEOR EDUCATION

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

Prepared For:
Fort Worth ISD
100 N. University Dr.
Fort Worth, TX 76107

Customer Quick Quote (Quote #84830-02)

Western Hills HS- Phase 2 Classrooms

Site:
Western Hills High School
3600 Boston Avenue
Benbrook, TX 76116

Quote ID	Terms	Quote Contact	Site Contact
84830-02 10/05/2022 JONVEA J.	Net 30 Days Prices Good Through 12/16/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

By submitting a purchase order to Meteor, Customer accepts our offer and agrees to be bound by the attached terms and conditions. Prices are good for 30 days from date of quote. Prices good through 12/16/2022.

I have verified that all products, quantities, specifications and colors on this quote are correct.

Signature _____

Date _____

Quote ID	Terms	Quote Contact	Site Contact
84830-02	Net 30 Days	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com
10/05/2022	Prices Good Through 12/16/2022		
JONVEA J.			

TERMS AND CONDITIONS OF SALE

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

GENERAL SALES POLICY: No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. Meteor Education reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to Meteor Education at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Prepay Requirements for non-publicly funded entities:

- <\$25,000 100% prepay
- \$25,001-\$125,000 50% to order, 50% Net 30 from invoice date
- +\$125,001 35% to order, 35% at delivery, 30% Net 30 from invoice date

Any order over \$5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

RETURNED GOODS: Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject to re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

CANCELLED ORDERS: Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

ORDER CHANGES: Any change to your order must be in a written change order.

TAXES: Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

BONDING: Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

TERMS: Meteor Education will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay interest on the balance of any late payment, in accordance with the Texas Prompt Payment Act.

DROP-SHIP OR INSIDE DELIVERY ONLY:

- Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.
- The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

INSTALLED PRODUCT & SERVICES: Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location Meteor Education will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. Meteor Education will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

WARRANTY: All products carry their manufacturer's standard warranty. Please contact your local representative for details.

**ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: APPROVE LAWN MOWING SERVICES FOR CAMPUSES

BACKGROUND:

On August 15, 2022, the District published Request for Proposal (RFP) #23-005 to identify vendor(s) to provide lawn mowing services for the 125 Campuses. This service will enhance the appearance of the campuses while alleviating custodial services from this responsibility. Therefore, the custodial staff may concentrate on building interiors, as well as to reduce the District’s costs for lawn equipment. The service will provide lawn mowing, edging and trimming on an as needed basis for up to 52 weeks per year.

The proposals of five (5) responding vendors were evaluated by a committee of Fort Worth ISD staff and three (3) proposals met the needs of the District, based on best pricing and a vendor’s experience with doing business with the Fort Worth ISD. The vendors were awarded by zones.

	# of Campuses	52 Weeks
Sports Field Solutions		
Benbrook Middle/High School	3	\$71,610.76
Western Hills High School	6	\$138,259.68
SRH Landscapes LLC		
Amon Carter Riverside High School	11	\$117,000.00
Diamond Hill High School	6	\$59,228.00
Dunbar High School	7	\$87,984.00
O.D. Wyatt High School	11	\$123,292.00
South Hills High School	9	\$102,596.00
Southwest High School	8	\$103,064.00
Yellowstone Landscape - Central		
Arlington Heights High School	15	\$146,335.80
Eastern Hills High School	12	\$143,225.68
North Side High School	10	\$105,767.48
Polytechnic High School	11	\$112,841.04

Paschal High School 16 \$135,165.16

Total \$1,446,369.60

The RFP is for a period of one (1) year with the option to renew three (3) additional years in one (1) year increments, ending August 31, 2026.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

- 1. Approve Lawn Mowing Services for Campuses
- 2. Decline to Lawn Mowing Services for Campuses
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Lawn Mowing Services for Campuses

FUNDING SOURCE: *Additional Details*

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

COST:

Not-to-Exceed - \$1,446,369.60

VENDORS:

Sports Field Solutions.....\$209,870.44
 SRH Landscapes, LLC.....\$593,164.00
 Yellowstone Landscape.....\$643,335.17

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

Bid Number: FWISD 23-005

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

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

All Schools

*(*Excluding the collegiate high schools housed at the Tarrant County Colleges*)*

RATIONALE:

Approving the lawn mowing services for these campuses will support a manicured appearance, while relieving the District of costs for lawn equipment, as well as freeing custodial staff to concentrate on building interiors.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE PURCHASE OF SMALL LANDSCAPING EQUIPMENT AND LANDSCAPING CONTRACTED SERVICES**

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase small landscaping equipment as well as contracted services for grounds clean-up to supplement grounds-keeping tasks performed by the District's Landscape Department across the District. The Department is requesting a not-to-exceed amount of \$394,000 based on previous annual expenditures and planned projects.

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Small Landscaping Equipment and Contracted Services
2. Decline to Approve Purchase of Small Landscaping Equipment and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Small Landscaping Equipment and Contracted Services

FUNDING SOURCE: **Additional Details**

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$394,000

VENDORS:

SiteOne Landscape Supply
The Paysage Group DBA Smith Lawn and Tree

PURCHASING MECHANISMS:

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

SiteOne Landscape Supply

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 Buyboard, Contract 611-20. Supporting documentation is attached. The recommended vendor is listed above.

Competitive Solicitation

The Paysage Group DBA Smith Lawn and Tree

Bid/Proposal Statistics

Bid Number: FWISD 21-050

Number of Bid/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

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

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

District Operations
All Schools and Facilities

RATIONALE:

Approval of landscaping equipment and contracted services will ensure that District Operations maintains clean and safe grounds for students and staff at all District facilities during the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022

**TOPIC: **APPROVE PURCHASE OF HEATING, VENTILATION, AND AIR
CONDITIONING EQUIPMENT AND SERVICES****

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives to purchase heating, ventilation, and air conditioning (HVAC) parts, equipment and services as needed across the District. The Department is requesting a not-to-exceed amount of \$3,007,000, 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 Heating, Ventilation, and Air-Conditioning Equipment and Services
2. Decline to Approve Purchase of Heating, Ventilation, and Air-Conditioning Equipment and Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Heating, Ventilation, and Air-Conditioning Equipment and Services

FUNDING SOURCE:

Additional Details

Various Funds

Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$3,007,000

VENDORS:

American Mechanical Services of Houston, LLC
Carrier Enterprise, LLC

TDIndustries
Grayco Enterprises, LLC
Polk Mechanical Company
Texas AirSystems, LLC

PURCHASING MECHANISMS:

Cooperative Agreement

Purchasing Support Documents Needed:

These purchases will be in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through Interlocal contracts. Pricing obtained through the supporting documentation is attached. The recommended vendors are listed above.

Cooperative Agreements

Buyboard

American Mechanical Services of Houston, LLC
Contract Numbers 631-20, 638-21 and 657-21

Carrier Enterprises
Contract Numbers 631-20 and 657-21

TDIndustries
Contract Number 631-20

The Interlocal Purchasing System (TIPS)

Grayco Enterprises, LLC
Contract Number 210304

Polk Mechanical Company
Texas AirSystems, LLC
Contract Numbers 200201, 22010601 and 22010602

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

District Operations
All Schools and Facilities

RATIONALE:

HVAC parts, equipment and services are vital to keeping all District schools and facilities climate controlled during the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: APPROVE PURCHASE OF FLEET PARTS AND SERVICE REPAIRS

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to maintain radio equipment, purchase parts and services to support the buses and District owned vehicles across the District. The Department is requesting a not-to-exceed amount of \$2,791,000, 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 Fleet Parts and Service Repairs
2. Decline to Approve Purchase of Fleet Parts and Service Repairs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Fleet Parts and Service Repairs

FUNDING SOURCE: Additional Details

Various Funds Department and Campus Budgets as Determined

COST:

Total Not-to Exceed - \$2,791,000

VENDORS:

Aerowave Technologies TX, LLC – *BuyBoard Contract #604-20*
Southern Tire Mart, LLC – *BuyBoard Contract # 636-21*
Bruce Lowrie Chevrolet, Inc – *RFP 20-059*
Buck’s Wheel & Equipment Co. – *RFP 20-059*

Rush Truck Center of Texas, L.P. – RFP 20-059
Southwest International Trucks, Inc. – RFP 20-059
Industrial Power, LLC – RFP 20-059
Stewart and Stevenson – RFP 20-059
Texas Kenworth, Co. – RFP 20-059
Ace Tire Service – RFP 18-003
Western Marketing – RFP 22-107
Beard’s Towing – RFP 18-009
Texas Truck A/C, Inc – 19-027

PURCHASING MECHANISMS:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

Aerowave
Southern Tire Mart

Interlocal Agreement

Bruce Lowrie Chevrolet, Inc
Buck’s Wheel & Equipment Co.
Rush Truck Center of Texas, L.P.
Southwest International Trucks, Inc.
Industrial Power, LLC
Stewart and Stevenson
Texas Kenworth, Co.
Ace Tire Service
Western Marketing
Beard’s Towing
Texas Truck A/C, Inc

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for fleet parts and services will ensure that District Operations can respond quickly to necessary repairs keeping District vehicles safe and operable for the 2022-2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022**

TOPIC: APPROVE RENTAL OF CUSTODIAL SUPPLIES

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through a purchasing cooperative, for custodial supply rental. The scheduled rental service supplies dust mops and picks up soiled ones, enabling sites to use clean and sanitized products for floor care across the District. The Department is requesting a not-to-exceed amount of \$467,000, based on previous annual expenditures.

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 Rental of Custodial Supplies
2. Decline to Approve Rental of Custodial Supplies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Rental of Custodial Supplies

FUNDING SOURCE: *Additional Details*

General Funds 199-51-6267-001-XXX-99-453-000000

COST:

\$467,000

VENDOR:

Aramark Uniform Services

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 Buyboard, Contract 670-22. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for the rental of custodial supplies will help to ensure that Custodial Services has clean products for use in the 2022 – 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE RENEWAL OF THE ONLINE REGISTRATION SYSTEM**

BACKGROUND:

Renewal of the online registration system provides a hosted online platform for the completion of registration and yearly consent forms for new and returning students. The system includes electronic forms that are completed by families to provide required registration information. This renewal is for one (1) year and will provide registration capability through December 2023, while the District transitions to the new unified enrollment system.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Renewal of the Online Registration System
2. Decline to Approve Renewal of the Online Registration System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of the Online Registration System

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-802-999-99-423-000000

COST:

\$196,133.14

VENDOR:

PowerSchool Group, LLC

PURCHASING MECHANISM:

Interlocal 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 Interlocal Purchasing System Contract 200702. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District - Wide

RATIONALE:

Renewal of the online registration system will provide registration capability until the new unified enrollment system is online.

INFORMATION SOURCE:

Marlon Shears

Prepared By: Dan Daughtry
 Customer Name: Fort Worth Independent School District
 Contract Term: 12 Months
 Start Date: 1-DEC-2022
 End Date: 30-NOV-2023
 Billing Frequency: Annually

Customer Contact: Larry Sandoval
 Title: Director of Technology Planning and Management
 Address: 100 N. University Drive
 City: Fort Worth
 State/Province: Texas
 Zip Code: 76107
 Phone #: (817)871-2000

Product Description	Quantity	Unit	Extended Price	
Initial Term 1-DEC-2022 - 30-NOV-2023				
License and Subscription Fees				
PowerSchool Enrollment School Locator	TIPS Contract # 200702	5,000.00	User	USD 4,750.00
PowerSchool Enrollment Registration	TIPS Contract # 200702	74,850.00	Students	USD 107,784.00
PowerSchool Enrollment Additional Language - Spanish	TIPS Contract # 200702	1.00	Each	USD 1,264.14
PowerSchool Enrollment Add-on Form	TIPS Contract #200702	74,850.00	User	USD 82,335.00
License and Subscription Totals:			USD 196,133.14	

Quote Total	
Initial Term	1-DEC-2022 - 30-NOV-2023
Payment Total	USD 196,133.14

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

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

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

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

POWERSCHOOL GROUP LLC

Fort Worth Independent School District

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 15-AUG-2022

Date:

PO Number: _____

ACTION AGENDA ITEM
BOARD MEETING
November 8, 2022

TOPIC: **APPROVE RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES AUTHORIZING AN EMPLOYEE RETENTION INCENTIVE**

BACKGROUND:

The Board is authorized under Texas Education Code Section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary in the conduct of the public schools, as determined by the Board.

The Board acknowledges there is a high demand for talent in the public education environment. Thus, the Board determined that a specific incentive is needed not only to attract, but also to retain employees, reduce turnover, and increase morale. Such an Employee Retention Incentive serves a substantial public purpose.

As a result, the 2022-2023 Compensation Plan, as presented to the Board on June 28, 2022, included an Employee Retention Incentive payable to eligible employees in two installments (December 2022 and June 2023). This incentive will serve as additional compensation and motivation for all District personnel to continue their commitment to Fort Worth ISD and its students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing an Employee Retention Incentive
2. Decline to Approve Resolution of the Fort Worth Independent School District Board of Trustees Authorizing an Employee Retention Incentive
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:

ESSER Funds

COST:

Amount Not-to-Exceed - \$22,358,000

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

All District Schools and Departments

RATIONALE:

By approving this resolution, the Board acknowledges the need for both recruitment and retention incentives in order to ensure continuity in staff; thereby creating an environment that recognizes and appreciates all District personnel for their continued commitment to the District. This action will help retain employees, reduce turnover, increase morale, and help with continued focus on work-related matters.

INFORMATION SOURCE:

Karen Molinar
Carmen Candelaria-Arrieta
Cynthia Rincón

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 November 2, 2022, at 8:30 a.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**