

*Board of Education
Regular Meeting
October 25, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, October 25, 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, October 24, 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. Recognition of Students Performing and Greeting Prior to the Meeting
4. LONE STAR GOVERNANCE
 - A. Goal 1: Early Literacy Progress Update (*V and G*)
5. CALL PUBLIC HEARING TO ORDER (*S and T*)

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

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

6. CLOSE PUBLIC HEARING (*S and T*)

7. PUBLIC COMMENT (*S and T*)

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

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

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

A. Board of Education Meeting Minutes	7
1. September 13, 2022 - Special Minutes	9
2. September 20, 2022 - Special Minutes	14
3. September 27, 2022 - Regular Minutes	18
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	30
2. Approve Purchase of Library Books for Atwood McDonald Elementary School	38
3. Approve Purchase of Elementary Science Classroom Material Kits	41
4. Approve Purchase of First Grade Spanish Supplemental Math Kits	51
5. Approve Purchase of Professional Learning for Improving Dual Language Instruction Using High Quality Instructional Materials to Develop Biliteracy	55
6. Approve Purchase of Literacy Professional Development for High Quality Instructional Materials Early Implementers	64
7. Approve Purchase of Career and Technical Education Welding Machines	72
8. Approve Purchase of Software Subscriptions	75
9. Approve Purchase of Air Handler Unit for Polytechnic High School	78
10. Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities	82

11. Approve Proposed Course Changes for the 2023 – 2024 School Year	84
12. Approve Renewal of Online Reference Databases and E-Book Subscriptions	87
13. Approve Renewal of Library Management System Software	91
14. Approve Renewal of Virtual Desktop Infrastructure Managed Services for Career and Technology Education for the 2022 - 2023 School Year	97
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	102
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Be an Angel Fund, Inc. to Office at Jo Kelly School	114
D. Approve Memorandum of Agreement for Professional Development Sessions	122
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	133
F. Approve Letter of Agreement Between Fort Worth Independent School District and Challenge of Tarrant County for Parent Academy Stipends	151
G. Approve 2022 - 2023 District Improvement Plan	157
H. Approve 2022 - 2023 Campus Improvement Plans	159
I. Approve Creation of the Finance Board Committee and the Legislative Board Committee	161
J. Approve Fort Worth Independent School District Board of Education Committees for the 2022 - 2023 School Year	163
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	165
L. Approve KABOOM! 25-in-5 Initiative to End Playground Inequity	222
M. Approve Appraisers for the T-TESS Appraisal System Certified as of October 1, 2022	243
N. Approve First Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL) and FFH(LOCAL)	247
O. Approve Budget Amendment for the Period Ended September 30, 2022 for General Fund and Carry-Forward Balances for Tax Ratification Election Fund	271
P. Approve Budget Amendment for the Period Ended September 30, 2022 for Debt Service Fund	275

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	278
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	280
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	284
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	287
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	290

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

11. EXECUTIVE SESSION (*S and T*)

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
 - 1. 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*)

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

14. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director of Information Security

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	292
B. Approve Ratification Purchase of Student Mobile Devices Distribution Services	309
C. Approve Ratification of Purchase of Career and Technical Education Culinary Equipment	312
D. Approve Ratification of Purchase of Career and Technical Education Robotics and Automation and Virtual Welding Equipment	328
E. Approve Ratification of Purchase of the Career and Technical Education Simulation Equipment	343
F. Approve Purchase of Additional Curriculum for Fitness for Life High School Physical Education Interactive Web Text and Teacher Collection	357
G. Approve Purchase of Equipment and Services for Fire Alarm Replacements	360
H. Approve Purchase of a Unified Enrollment System	368
I. Approve Purchase of Disaster Recovery Managed Services	376
J. Approve Purchase of a Student Re-Engagement Program	381
K. Approve Purchase of a Master Scheduling Tool and Technical Assistance	384
L. Approve Purchase of Services for Classroom and Interactive Whiteboard Removal	387
M. Approve Purchase of Adapters for Teacher Laptops	391
N. Approve Purchase of Furniture of the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas	394
O. Approve Purchase of Energy Management Equipment and Services	397
P. Approve Purchase of Unanticipated Environmental Services	400
Q. Approve Purchase of Minor Fencing Repairs and Installation	402
R. Approve Purchase of Moving Services to Support Warehouse Services	404
S. Approve Purchase of Unanticipated Minor Roofing Repairs	406
T. Approve Purchase of Paper for Warehouse Stock	408

U. Approve Aesthetic Construction for Single Site Projects	411
V. Approve Elevator and Wheelchair Lift Contracted Services	414
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	416
X. Approve Low Attendance Day Waiver for Diamond Hill-Jarvis High School	418
Y. Approve Optional Flexible School Day Program Application for the 2022 - 2023 School Year	420
Z. Approve School Health Advisory Council Board of Trustees Appointments	435

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

17. ADJOURN (*OTHER*)

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 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 September 13, 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 September 13, 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 September 9, 2022, at 4:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 13, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 9, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on September 9, 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 Roxanne Martinez, District 9 (Arrived at 5:32 p.m.)
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:

Karen Molinar, Interim 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
Claudia Garibay, Executive Director of External and Emergency Communications

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

President Jackson called the special meeting¹⁰ to order at 5:30 p.m.

Before transitioning to *Recognition*, President Jackson asked for a moment of silence in remembrance of Dr. David Hicks, Superintendent of Northwest School District.

2. RECOGNITION (OTHER)

A. Bus Drivers and Safety Officers - August 16, 2022

Senior Communications Officer, Barbara Griffith, and Executive Director of External and Emergency Communications, Claudia Garibay, gave the *Bus Drivers and Safety Officers - August 16, 2022* recognition.

Hispanic Heritage Month

Claudia Garibay gave the *Hispanic Heritage Month* recognition and recognized the *Mariachi Espuelas de Plata*.

Camille Rodriguez gave remarks.

President Jackson called for a three (3) minute recess before transitioning to *Reports/Presentations*.

3. REPORTS/PRESENTATIONS (OTHER)

A. Legislative Agenda Workshop

Mathew Hall presented the *Legislative Agenda Workshop* presentation to the Board.

B. September 27, 2022 Board Meeting Action Items Review

Interim Superintendent, Karen Molinar, presented the *September 27, 2022 Board Meeting Action Items Review* presentation.

4. PUBLIC COMMENT (S and T)

Speakers:

Mike Cee
Hollie Plemons
Todd Daniel
Kerry Reymeyer
Amy Super
Joe Palmer
Janie Ginn

The trustees made comments on current district activities and announcements before the special meeting was recessed.

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

6. 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 (Including Board of Trustees) 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, the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause, and the Search for a Superintendent (Texas Government Code §551.074)
 1. Discussion on Superintendent’s Contract
 - C. Security Implementation (Texas Government §551.076)
 - D. Real Property (Texas Government Code §551.072)
7. RECONVENE IN SPECIAL MEETING - BOARD ROOM (OTHER)

The special meeting was reconvened at 8:49 p.m.

8. ACTION AGENDA ITEM (S and P)
 - A. Consider the Level III Grievance of Dr. Kimberly Jenkins (Convene in Closed Session, if Necessary)

The Level III Grievance of Dr. Kimberly Jenkins took place in closed session at 8:49 p.m.

1. Presentation by Complainant and/or Representative(s)
2. 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)

The Board reconvened in open session to render a decision at 11:09 p.m.

No motion was made on the Level III Grievance; therefore, no action was taken.

9. ADJOURN (OTHER)

The special meeting was adjourned at 11:10 pm.

/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 Special Meeting on September 20, 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 September 20, 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 September 16, 2022, at 3:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 20, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 16, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on September 16, 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 (Via Zoom)
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:

Karen Molinar, Interim 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
Claudia Garibay, Executive Director of External and Emergency Communications
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management
Vacant, Chief of Equity and Excellence
Vacant, Chief of Capital Improvement Program

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:

Scott Blanco-Davis
Meredith Bowman
Dr. Michael Bell
Todd Daniel
Joe Palmer
Jaime Jenn

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

The special meeting was recessed to move into Executive Session at 5:48 p.m.

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer (Including Board of Trustees) 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, the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause, and the Search for a Superintendent (Texas Government Code §551.074)

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

The special meeting was reconvened at 6:38 p.m.

6. ACTION AGENDA ITEM (S and P)

- A. Consider and Take Action to Approve the Superintendent's Employment Contract and Other Related Agreements for Dr. Angélica Ramsey.

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve the Superintendent's Contract and Other Related Agreements as Discussed in Closed Session..

The motion was unanimously approved.

Trustees made comments before the meeting was adjourned. Dr. Angélica Ramsey gave remarks.

7. ADJOURN (OTHER)

The special meeting was adjourned at 6:49 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 September 27, 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 September 27, 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 September 22, 2022, at 5:0 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 27, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 22, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on September 22, 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 (Arrived at 5:50 p.m.)
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
Mracey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Students 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 Communication Officer
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management
Claudia Garbiay, Executive Director of External and Emergency Communications

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. RECOGNITIONS (OTHER)

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

Claudia Garibay recognized the Eastern Hills High School JROTC cadets and the Amon-Carter Riverside High School Mariachi.

B. Career and Technical Student Organization (CTSO) State and National Winners

Claudia Garibay recognized the 2021 - 2022 Student Organization State and National Winners.

C. Distinguished Project Lead the Way Campuses

Senior Communications Officer, Barbara Griffith, gave the *Distinguished Project Lead the Way Campuses* recognition.

D. Project Lead the Way (PLTW) Engineering Senior Interns at Lockheed Martin and Bell Textron

The Project Lead the Way Engineering Senior Interns at Lockheed Martin and Bell Textron recognition was given by Claudia Garibay and Barbara Griffith.

President Jackson called for a recess before moving to the Lone Star Governance presentation.

4. LONE STAR GOVERNANCE

A. Texas English Language Proficiency Assessment System Outcomes (V and G)

Chief Academic Officer, Marcey Sorensen, and Associate Superintendent of Accountability and Data Quality, Sara Arispe, provided the Board an update on the *Texas English Language Proficiency Assessment System Outcomes* report.

5. PUBLIC COMMENT (S and T)

Speakers:

Jeff Williams
Ashli Wells
Annie Harrison
Lon Burnam

Miriam Lambert
Mike Cee
Isabelle Arreola

President Jackson called for a two (2) minute recess at 6:55 p.m.

President Jackson resumed Public Comment at 6:57 p.m.

Jennifer Treger
Scott Blanco-Davis
Hollie Plemons
Merridith Bowman
Amie Super
Estella Williams
Joe Palmer
Steven Poole








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


Anne Darr, CJ Evans, Camille Rodriguez, Wallace Bridges, and President Jackson asked questions and made comments on Consent Agenda Item 7.G. *Approve Application for the Waiver of the 2022 - 2023 Request for Maximum Class Size Exception.*

7. 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. August 2, 2022 - Workshop Minutes
2. August 4, 2022 - Workshop Minutes
3. August 5, 2022 - Workshop Minutes
4. August 6, 2022 - Workshop Minutes
5. August 9, 2022 - Special Minutes
6. August 18, 2022 - Workshop Minutes
7. August 19, 2022 - Workshop Minutes
8. August 20, 2022 - Workshop Minutes

9. August 22, 2022 - Workshop Minutes
 10. August 23, 2022 - Regular Minutes
 11. August 30, 2022 - Special Minutes
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
1. Approve Ratification of Emergency Purchase of Equipment and Services for Public Address System Replacement at Woodway Elementary School
 Public Address System
 2. Approve Ratification Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2022 - 2023 School Year
 AVID
 3. Approve Equipment and Services for Fire Alarm Replacements
 Fire Alarm Replacements
 4. Approve Cell Service for Use with Global Positioning System for District Buses and Vehicles
 Global Positioning System
 5. Approve Purchase of Four Vans for the Gifted and Talented Department's Mobile Experience
 Gifted and Talented Vans
 6. Approve Purchase of Tutoring Services for Students Living at the Presbyterian Night Shelter
 Tutoring Services
 7. Approve Purchase of Work Order and Facility Rental Asset Management Software Services
 Rental Asset Management
 8. Approve Purchase of Software Licenses and Training for Special Education Staff

 Software Licenses and Training


9. Approve Purchase of a Comprehension Writing Framework for Secondary Students

 Comprehension Writing Framework

10. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses

 Certification Preparation Materials, Tests, and Exam Licenses

11. Approve Purchase of Security Blinds for Arlington Heights High School

 Security Blinds


12. Approve Purchase of Career and Technical Education Engraving Lab Equipment for Engineering and Robotics

 Engraving Lab Equipment


13. Approve Interim Assessments for Career and Technical Education

 Interim Assessments

14. Approve Program Manager for the New Central Administration Building

 Program Manager

15. Approve Annual Maintenance Renewal for the District's Enterprise Resources Planning System for the 2022 - 2023 School Year

 Enterprise Resources Planning System

16. Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Benbrook for School Security Services for the 2022 - 2023 School Year


 School Security Services - City of Benbrook

17. Approve Memorandum of Understanding Between Fort Worth Independent School District and the City of Forest Hill for School Security Services for the 2022 - 2023 School Year


 School Security Services - City of Forest Hill

- C. Approve Memorandum of Agreement ²³ Between Fort Worth Independent School District and the Texas Juvenile Justice Department Operating the Willoughby House


for the Term of One Year, Ending with the 2023 - 2024 School Year

 Operating the Willoughby House

- D. Approve Memorandum of Understanding with After-School All Stars to Deliver Fort Worth After-School Programming at Morningside Middle School

 After-School All Stars


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

 Transfer of Certain Trust Account Funds


- F. Approve Interlocal Participation Agreement for the Provision of Unemployment Compensation Administrative Services

 Unemployment Compensation Administrative

- G. Approve Application for the Waiver of the 2022 - 2023 Request for Maximum Class Size Exception

 Maximum Class Size Exception


- H. Approve Professional Services Contract with the Academy for Urban School Leadership

 Urban School Leadership

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

 T-TESS Appraisal System


- J. Approval Annual Investment Report for the Period: July 1, 2021 - June 30, 2022

 Annual Investment Report

- K. Approve Quarterly Investment Report for the Period: April 1, 2022 - June 30, 2022

 Quarterly Investment - Report 1, 2022 - June 30, 2022


- L. Approve Second Reading - Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)

 Board Policies

M. Approve Minutes from the July 27, 2022 Board Policy Committee Meeting

 Board Policy Committee Meeting

N. Approve Closeout Contract with E-Logic, Inc. for Job #008-203 (RFP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract - Northside High School

O. Approve Closeout Contract with Adolfson & Peterson Construction for Job #071-102 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Closeout Contract - Benbrook

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

The meeting was recessed to move into Executive Session at 7:35 p.m.

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

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

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of 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)

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

The meeting was reconvened at 9:07 p.m.

11. ACCEPT CONSENT AGENDA (S and P).

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve and Accept Consent Agenda.

The motion was unanimously approved.

Wallace Bridges was not present to cast a vote.

12. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

B. Personnel

No action was taken on this item.

13. ACTION AGENDA ITEMS (S and P)

A. Approve Ratification of the Electronic Visitor Management System for District Campuses and Administrative Facilities


 Electronic Visitor Management System

Motion was made by Quinton Phillips, seconded by Anne Darr, to approve Ratification of the Electronic Visitor Management System for District Campuses and Administrative Facilities.

The motion was unanimously approved.

Wallace Bridges was not present to cast a vote.

B. Approve Ratification of the Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election


 Contracts of Architectural and Engineering

Motion was made by Roxanne Martinez, seconded by Tobi Jackson, to approve Ratification of the Contracts for Architectural and Engineering Professional Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election.

The motion was unanimously approved.

Wallace Bridges was not present to cast a vote.

C. Approve Amendment of Contracts for High Impact Tutoring Services

 High Impact Tutoring Services

Motion was made by CJ Evans, seconded by Anne Darr, to approve Amendment of Contracts for High Impact Tutoring Services.

The motion was unanimously approved.

Wallace Bridges was not present to cast a vote.

- D. Approve Closeout Contract with Reeder/Summit JV for Guarantee Maximum Price (GMP) Package No. 1 for Demolition and Abatement Services Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas; Approve the Transfer of Budgeted Unused Funds to GMP Package No. 2 for the Build Back of said Facility; and Authorize the Superintendent, or Designee, to Execute an Amendment to the GMP Package No. 2 Contract


 Reeder Summit JV

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Closeout Contract with Reeder/Summit JV for Guarantee Maximum Price (GMP) Package No. 1 for Demolition and Abatement Services Performed at the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas; Approve the Transfer of Budgeted Unused Funds to GMP Package No. 2 for the Build Back of said Facility; and Authorize the Superintendent, or Designee, to Execute an Amendment to the GMP Package No. 2 Contract.

The motion was unanimously approved.

Wallace Bridges returned to the Dias at 9:11 p.m.

- E. Approve Purchase of Software Licenses for Math Intervention and Professional Development

 Software Licenses for Math Intervention

Motion was made by CJ Evans, seconded by Anael Luebanos, to approve Purchase of Software Licenses for Math Intervention and Professional Development.

Before action was taken on this item, Wallace Bridges and Camille Rodriguez asked questions.

The motion was unanimously approved.


- F. Approve Purchase of Heavy Equipment for District - Wide Use

 Heavy Equipment

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Purchase of Heavy Equipment for District - Wide Use.

The motion was unanimously approved.

- G. Approve Purchase of Cybersecurity Services for Threat Detection and Response

 Cybersecurity Services

Motion was made by Anael Luebanos, seconded by Quinton Phillips, to approve Purchase of Cybersecurity Services for Threat Detection and Response.

The motion was unanimously approved.


H. Approve Flooring and Flooring Installation Service

 Flooring

Motion was made by Anne Darr, seconded by Wallace Bridges, to approve Flooring and Flooring Installation Service.

The motion was unanimously approved.

I. Approve Revisions to the 2022 - 2023 Traditional and Intersessional Calendar

 Traditional and Intersessional Calendar

Motion was made by Anael Luebanos, seconded by Anne Darr, to approve Revisions to the 2022 - 2023 Traditional and Intersessional Calendar.

The motion was unanimously approved.

J. Approve Application for Staff Development Minutes Waiver Request

 Staff Development Minutes Waiver Request

Motion was made by Quinton Phillips, seconded by Anne Darr, to approve Application for Staff Development Minutes Waiver Request.

Before action was taken Camille Rodriguez made a comment and retracted the comment.

The motion was unanimously approved.

K. Consider the Level III Complaint of Jearld Smith (Convene in Closed Session, if Necessary).

The Level III Complaint of Jearld Smith took place in closed session at 9:20 p.m.

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 Complaint (In Open Session).

The advice of Counsel was for the Board to take no action.

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

CJ Evans, Anne Darr, Rodriguez, and President Jackson made comments.

15. ADJOURN (OTHER).

The meeting was adjourned at 10:01 p.m.

/s/ Christian Alvarado
Board of Education

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE RATIFICATION OF PURCHASE OF CAREER AND
TECHNICAL EDUCATION SIMULATION EQUIPMENT FOR
EDUCATION AND TRAINING AND AGRICULTURE**

BACKGROUND:

The current Education and Training programs at Benbrook Middle/High School and Western Hills High School, and the Agriculture programs at Arlington Heights High School and Diamond Hill-Jarvis High School were updated and enhanced to provide students with state-of-the-art technical and career training facilities. The upgrades and enhancements will prepare them for a real-world working environment and provide students with an opportunity to obtain their Educational Aide I industry-based certification in Education and Training, and industry-based certifications in Feedyard Technician in Cattle Care and Handling, Certified Veterinary Assistant, or Licensed Veterinary Technician in Agriculture. This equipment was purchased following the April 26, 2022, approval of a budgetary transfer from the Capital Improvement Program (CIP) fund to Career and Technical Education (CTE) for completing the equipment needs related to the 2017 Bond. Equipment such as simulated babies, agriculture simulators, and other supporting equipment and supplies were purchased.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of Career and Technical Education Simulation Equipment for Education and Training and Agriculture
2. Decline to Approve Ratification of Purchase of Career and Technical Education Simulation Equipment for Education and Training and Agriculture
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2017	673-81-6639-CTE-071-99-000-000000.....	\$14, 929.34
	673-81-6639-CTE-015-99-000-000000.....	\$6,506.23
	673-81-6639-CTE-004-99-000-000000.....	\$20,244.00
	673-81-6639-CTE-002-99-000-000000.....	\$30,440.00

COST:

Not-to-Exceed - \$72,119.57

VENDOR:

Realityworks

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 21-071-B

Number of Bid/Proposals received: 32

HUB Firms: 8

Compliant Bids: 32

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

Purchasing Support Documents Needed:

Price Quote

PARTICIPATING SCHOOL/DEPARTMENTS

- Western Hills High School
- Benbrook Middle High School
- Arlington Heights High School
- Diamond Hill-Jarvis High School

RATIONALE:

The purchase of the RealCare babies and charging carts is to support the teacher in preparing students for their Educational Aide I certification and careers related to teaching, instruction, and

the creation of instructional and enrichment materials. The purchase of the Agriculture simulators supports the teacher and students in performing hands-on veterinary practices.

INFORMATION SOURCE:

David Saenz



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

Fort Worth
INDEPENDENT SCHOOL DISTRICT

VENDOR COPY

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

Purchase Order # **82224093 - 00**

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

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

V E N D O R
REALITYWORKS, INC.
2709 MONDOVI ROAD
EAU CLAIRE, WI 54701
Email: ORDERS@REALITYWORKS.COM
Fax: 715-830-2050

004
S H I P T O
DIAMOND HILL-JARVIS HS
1411 MAYDELL
FORT WORTH, TX 76106
Email: tracey.norton@fwisd.org
Phone: 817-815-0000
Fax: 817-815-0050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-830-1416		715-830-2050		12235251		ATTENTION: JONATHAN BAILEY	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
04/29/2022	785				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	40010555 Suture Kit - 5 Pack			2.0	EACH	\$1,099.00	\$2,198.00
2	10635115 Large Injection Pad			20.0	EACH	\$59.00	\$1,180.00
3	42010225 Bovine Milking Udder Simulator			1.0	EACH	\$1,099.00	\$1,099.00
4	42010920 Bovine AI Cervix Kit			1.0	EACH	\$999.00	\$999.00
5	42010500 Bovine Birthing and Ultrasound Trainer			1.0	EACH	\$10,999.00	\$10,999.00
	Additional Discount(\$1,031.71) Credit: \$1031.71						
6	44010420 Swine Litter Processing Simulators			2.0	EACH	\$1,999.00	\$3,998.00
7	Shipping and Handling			1.0	EACH	\$802.71	\$802.71
	Quote # 120637						
	21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26						
	QUOTE# 120637						
	By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437						
Purchase Order Total						\$20,244.00	

- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered, unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-0001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

By: Nelli Luciano
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82223099 - 00**

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

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

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REALITYWORKS, INC.
2709 MONDOVI ROAD
EAU CLAIRE, WI 54701
Email: ORDERS@REALITYWORKS.COM
Fax: 715-830-2050

071
SHIPPING TO
BENBROOK MS
201 OVERCREST DRIVE
BENBROOK, TX 76126
Email: tracey.norton@fwisd.org
Phone: 817-815-7100
Fax: 817-815-7150

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-830-1416		715-830-2050		12234832		ATTENTION: JACI DINGLER	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
04/25/2022	785				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	10280402 RealCare Baby 3 5 Baby Starter Package with Accessories			1.0	EACH	\$5,999.00	\$5,999.00
2	10310100 RealCare Drug-Affected Baby			1.0	EACH	\$479.00	\$479.00
3	10720300 Down Syndrome Baby			1.0	EACH	\$349.00	\$349.00
4	10168100 RealCare Cart - 20 Baby			1.0	EACH	\$6,599.00	\$6,599.00
5	Lift Gate Fee			1.0	EACH	\$125.00	\$125.00
6	CartSm-Zone 4 Shipping & Handling for Cart			1.0	EACH	\$525.00	\$525.00
7	10260111 RealCare Baby Accessory Package			1.0	EACH	\$239.00	\$239.00
8	Shipping and Handling			1.0	EACH	\$614.34	\$614.34
Quote #117683							
21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26							
QUOTE# 117683							
By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437							

Purchase Order Total	\$14,929.34
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

By: Nellie Lucano
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82223100 - 00**

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

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

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REALITYWORKS, INC.
2709 MONDOVI ROAD
EAU CLAIRE, WI 54701
Email: ORDERS@REALITYWORKS.COM
Fax: 715-830-2050

015
SHIPPING TO
WESTERN HILLS HS
3600 BOSTON AVE
BENBROOK, TX 76116
Email: tracey.norton@fwisd.org
Phone: 817-815-6000
Fax: 817-815-6050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-830-1416		715-830-2050		12234845		ATTENTION: MELISSA MARTINEZ	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/25/2022	785					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	10280402 RealCare Baby 3 5 Baby Starter Package with Accessories	1.0	EACH	\$5,999.00	\$5,999.00
2	Shipping and Handling	1.0	EACH	\$507.23	\$507.23
21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26					
QUOTE# 118900					
By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437					

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Purchase Order Total	\$6,506.23
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

By: *Nellie Lucano*
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224092 - 00**

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

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

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REALITYWORKS, INC.
2709 MONDOVI ROAD
EAU CLAIRE, WI 54701
Email: ORDERS@REALITYWORKS.COM
Fax: 715-830-2050

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ARLINGTON HEIGHTS HS
4501 W FREEWAY
FORT WORTH, TX 76107
Email: tracey.norton@fwisd.org
Phone: 817-815-1000
Fax: 817-815-1050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-830-1416		715-830-2050		12235248		ATTENTION: CODY DAVENPORT	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/29/2022	785					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	57010101 Electrical Wiring Kit			1.0	EACH	\$749.00	\$749.00
2	57010901 Construction and Maintenance Pathway Package			1.0	EACH	\$4,799.00	\$4,799.00
3	40010555 Suture Kit - 5 Pack			2.0	EACH	\$1,099.00	\$2,198.00
4	Lift Gate Fee			1.0	EACH	\$125.00	\$125.00
5	53510100 RealCareer Bend Tester			1.0	EACH	\$3,499.00	\$3,499.00
6	10635115 Large Injection Pad			20.0	EACH	\$59.00	\$1,180.00
7	42010225 Bovine Milking Udder Simulator			1.0	EACH	\$1,099.00	\$1,099.00
8	42010920 Bovine AI Cervix Kit			1.0	EACH	\$999.00	\$999.00
9	42010500 Bovine Birthing and Ultrasound Trainer			1.0	EACH	\$10,999.00	\$10,999.00
	Additional Discount (\$1,847.90)						
	Credit: \$1847.90						
10	44010420 Swine Litter Processing Simulators			2.0	EACH	\$1,999.00	\$3,998.00
11	53010100 Common Welding Joints Kit			1.0	EACH	\$949.00	\$949.00
12	Shipping and Handling			1.0	EACH	\$1,693.90	\$1,693.90

Purchase Order Total						\$30,440.00	
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82224092 - 00**

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

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

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REALITYWORKS, INC.
2709 MONDOVI ROAD
EAU CLAIRE, WI 54701
Email: ORDERS@REALITYWORKS.COM
Fax: 715-830-2050

002
SHIPPING TO
ARLINGTON HEIGHTS HS
4501 W FREEWAY
FORT WORTH, TX 76107
Email: tracey.norton@fwisd.org
Phone: 817-815-1000
Fax: 817-815-1050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
800-830-1416		715-830-2050		12235248		ATTENTION: CODY DAVENPORT	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
04/29/2022	785					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Quote # 120636 21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26 QUOTE# 120636 By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437				

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Purchase Order Total	\$30,440.00
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By: *Nellie Lucano*
Authorized Signature

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

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF LIBRARY BOOKS FOR ATWOOD
MCDONALD ELEMENTARY SCHOOL****

BACKGROUND:

The Library at Atwood McDonald Elementary School was set on fire and damaged the library, burned the library books, and caused both major fire and smoke damage. A plan has been developed to replace the books in the library. While not identical to all of the books lost at Atwood McDonald Elementary, many of the titles are the same as ones lost in the fire. New titles have been substituted for older books that were outdated or no longer published. The vendor will not exceed the amount of the purchase order. Price includes cataloging and processing, so books would arrive in the District shelf ready with barcodes and labels attached and with electronic records ready to upload to the school’s online library catalog.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Library Books for Atwood McDonald Elementary School

FUNDING SOURCE: *Additional Details*

General Fund 199-12-6329-001-188-99-217-000000

COST:

\$149,006.11

VENDOR:

Bound to Stay Bound

PURCHASING MECHANISM:

Competitive Solicitation

Bid Statistics

Bid Number: 20-019

Number of Bid/Proposals received: 13

HUB Firms: 1*

Compliant Bids: 4

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Atwood McDonald Elementary School

RATIONALE:

The library media program provides a balanced, carefully selected, and systematically organized collection of print and electronic library resources that meets students' needs in all subject areas. This will promote the success of all students and staff by facilitating access, use, and integration of technology and information systems to enrich the curriculum and enhance learning. Students are impacted by the quality and quantity of library materials available to them, are suited to their interest and support the curriculum.

INFORMATION SOURCE:

Marcey Sorensen

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: APPROVE PURCHASE OF ELEMENTARY SCIENCE CLASSROOM MATERIALS KITS

BACKGROUND:

Due to new K-5 science standards that will be implemented in less than two (2) years, science teachers need additional lab materials. The new standards ask districts to integrate scientific and engineering practices through classroom and outdoor investigations for at least 80% of instructional time. Many science labs and classroom sets have fallen into disarray due to the many years of use between the original purchase and the additional two (2) year gap until the next adoption. This refresh will help teachers reset their classroom kits in order to engage students in quality Tier 1 science instruction, investigation and allow for students to engage in science like a scientist which supports disciplinary literacy.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Elementary Science Classroom Materials Kits

FUNDING SOURCE: Additional Details

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

COST:

\$131,452

VENDOR:

Ward’s Science

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 226

HUB Firms: 19*

Compliant Bids: 225

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

Solicitation - Bid Summary / Evaluation

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

All Fort Worth Elementary Schools

RATIONALE:

Currently K-5 science labs and classroom kits are in disarray due to many years of usage. In addition, there is a two (2) year gap until the next adoption of new standards and materials. In an effort to make ensure teachers have what they need for classroom and outdoor investigations, the purchase of these kits will allow for campuses to bridge the two (2) year gap into the new adoption and replenish materials needed for students to engage in hands-on science in accordance with the Texas Essential Knowledge and Skills (TEKS).

INFORMATION SOURCE:

Marcey Sorensen



a division of VWR International, LLC.
 5100 West Henrietta Road
 Post Office Box 92912
 Rochester, New York 14692-9012

Ft Worth ISD Elem Kits

Bill-To-Party
Ft Worth ISD 100 N UNIVERSITY DR FORT WORTH TX 76107

Ship-To-Party
Ft Worth ISD 100 N UNIVERSITY DR FORT WORTH TX 76107

Information	
Date	6/23/2022
Contact Name	Raul Perez
Telephone	
Email	
Currency	USD
Sales Rep	Raul Perez
Valid	6/23/2022
Expires	11/30/2022
Reference	Ft Worth Elem Kits

Notes:
 This is an "estimate" only, not a contract. No production will take place until kits are finalized and item number(s) have been established . Prices quoted are based on a production run of quantities below. Prices are subject to change if quantities are adjusted.

Description	Ward's Item Number	Quantity	Unit Price	Ext Price
FWISD General Kit	TBD	80	\$731.98	\$58,558.40
FWISD GR K	TBD	80	\$220.82	\$17,665.60
FWISD GR 1	TBD	80	\$155.00	\$12,400.00
FWISD GR 2	TBD	80	\$166.90	\$13,352.00
FWISD GR 3	TBD	80	\$92.25	\$7,380.00
FWISD GR 4	TBD	80	\$141.40	\$11,312.00
FWISD GR 5	TBD	80	\$134.80	\$10,784.00

FREE Ground Shipping to one location

Total	\$131,452.00
TERMS:	Net 30

Confidential Document

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GENERAL

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
WEATHER VANE	1	EA	\$ 32.55	\$ 32.55
SUN EARTH AND MOON MODEL	1	EA	\$ 77.73	\$ 77.73
LASER POINTER RED BEAM WARDS	6	EA	\$ 4.54	\$ 27.24
SCALE DIGITAL COMPACT 5KG	6	EA	\$ 31.80	\$ 190.81
SUBASSEMBLY FOR STREAM TABLE	6	EA	\$ 22.61	\$ 135.65
WIRE LEADS BLACK W/ ALLIGATOR CLIPS	30	EA	\$ 1.29	\$ 38.84
WARDS TIMER-W/LANYARD PK6	5	EA	\$ 27.52	\$ 137.62
LAMP SOCKET MINI W/FAHNSTOCK CLIP PK6	5	EA	\$ 2.63	\$ 13.13
TUNING FORK ALLOY 256 320 384 512HZ SET4	1	EA	\$ 18.76	\$ 18.76
GIANT CLASSROOM THERMOMETER	1	EA	\$ 41.63	\$ 41.63
CUBES DENSITY 1IN SET4	1	EA	\$ 9.25	\$ 9.25
BEAKER PP LOW FORM ECONOMY 100ML PK100	30	ST	\$ 0.28	\$ 8.27
Shipping box	1	EA		\$ -
Box label	1	EA		\$ -
Handle cover	2	EA		\$ -
Regulatory label	1	EA		\$ -
Packing List	1	EA		\$ -
Comp Labels	3	EA		\$ -
Packaging bag for small items	1	ST		\$ -
Packaging bag for small items	1	ST		\$ -
Packaging bag for small items	1	ST		\$ -
				\$ 731.48

GRADE K

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
MAGNETIC STRIPS FLEXIBLE 3 METER RL	1	EA	\$ 2.99	\$ 2.99
BIN AND CLEAR LID 6.3 QT (5.9 L)	12	EA	\$ 2.87	\$ 34.39
COW BELL 2-3/4	12	EA	\$ 1.38	\$ 16.58
MAGNET BAR ALNICO 3IN MARKED POLES PK	6	EA	\$ 5.57	\$ 33.40
WASHER METAL 3/4 OD PK100	6	EA	\$ 4.70	\$ 28.21
SEED LIMA BEAN 2OZ PK60	2	EA	\$ 1.13	\$ 2.27
BALL STYROFOAM 4IN DIAMETER	2	EA	\$ 1.71	\$ 3.42
BALL WHIFFLE AST COLORS 2-1/2IN DIAMETE	2	EA	\$ 2.04	\$ 4.08
MIRROR PLASTIC 7.5X12.5CM PK6	2	EA	\$ 4.78	\$ 9.57
TUBE CARDBOARD 13X5.5 CM OD	24	EA	\$ 0.82	\$ 19.79
CARDBOARD TUBE 12X2IN (0.06IN WALL)	24	EA	\$ 1.53	\$ 36.62
WARDS ESSENTIALS METAMORPHC ROCKS	2	EA	\$ 14.54	\$ 29.07
Shipping box	1	EA		
Box label	1	EA		
Handle cover	2	EA		
Regulatory label	1	EA		
Packing List	1	EA		
Comp Labels	3	EA		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
				\$ 220.39

GRADE 1

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
NAIL (8D COMMON) PK36	1	EA	\$ 2.70	\$ 2.70
MAGNET HORSESHOE 7.5CM PK6	2	EA	\$ 17.47	\$ 34.95
SANDPAPER MEDIUM 9 X 11 SHEET	3	EA	\$ 0.77	\$ 2.31
MAGNETIC WAND	12	EA	\$ 1.58	\$ 19.01
MARBLE CLEAR GLASS 1IN PK6	8	EA	\$ 0.79	\$ 6.34
BALL GOLF 1.75IN DIAMETER	12	EA	\$ 0.54	\$ 6.42
BATTERY CLASS D ALKALINE PK12	2	EA	\$ 18.39	\$ 36.79
ANIMALS WILD WIND-UP PK12	2	EA	\$ 23.43	\$ 46.85
Shipping box	1	EA		
Box label	1	EA		
Handle cover	2	EA		
Regulatory label	1	EA		
Packing List	1	EA		
Comp Labels	3	EA		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
				\$ 155.37

GRADE 2

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
SANDPAPER MEDIUM 9 X 11 SHEET	3	EA	\$ 0.74	\$ 2.23
CLAY MODELING 1LB TOTAL 4OZ EACH RGBY	2	EA	\$ 2.68	\$ 5.36
MINERALS 9SPECIMENS 4EACH SET36	1	EA	\$ 24.31	\$ 24.31
CUBE GRAM CENTIMETER 10 COLORS PK100	1	EA	\$ 2.78	\$ 2.78
MAGNET RING	6	EA	\$ 1.36	\$ 8.16
TUNING FORK ALLOY 256 320 384 512HZ SET	6	EA	\$ 20.62	\$ 123.71
THERM -30C-110C/-20F-230 HI TEMP PLAS BH	1	EA	\$ 0.78	\$ 0.78
Shipping box	1	EA	\$	-
Box label	1	EA	\$	-
Handle cover	2	EA	\$	-
Regulatory label	1	EA	\$	-
Packing List	1	EA	\$	-
Comp Labels	3	EA	\$	-
Packaging bag for small items	1	ST	\$	-
Packaging bag for small items	1	ST	\$	-
			\$	167.34

GRADE 3

Description	Kit Qty	Unit of Measure	Extended	
			Component Price	Component Price
CAR 2.5IN PULL BACK PLASTIC PK12	3	ST	\$ 1.16	\$ 3.47
BOTTLE SPRAY TRIGGER 16OZ	1	EA	\$ 2.30	\$ 2.30
MAGNETIC & NON MAGNETIC PKG	6	EA	\$ 6.47	\$ 38.81
SEEDS TOMATO 4.5 G SHELF LIFE 3 YEARS	1	EA	\$ 2.47	\$ 2.47
BALL HI-BOUNCE 1IN PK6	1	EA	\$ 2.69	\$ 2.69
BALL TABLE TENNIS (PING PONG) PK12	2	EA	\$ 2.69	\$ 5.38
MAGNET BAR ALNICO 3IN MARKED POLES PK	3	EA	\$ 6.67	\$ 20.00
COLLISION BALL 25 MM WOOD DRILLED	4	EA	\$ 2.52	\$ 10.07
TEXAS ROCK KIT	1	EA	\$ 5.43	\$ 5.43
DROPPER DISPOSABLE PK6	1	EA	\$ 1.01	\$ 1.01
Shipping box	1	EA		
Box label	1	EA		
Handle cover	2	EA		
Regulatory label	1	EA		
Packing List	1	EA		
Comp Labels	3	EA		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
Packaging bag for small items	1	ST		
			\$	91.64

GRADE 4

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
BALL TENNIS PK3	2	EA	\$ 4.72	\$ 9.43
BUZZER MINI 12 V W/ LEADS 7-16 V	6	EA	\$ 3.96	\$ 23.74
FAN HANDHELD INCLUDES 2 AA BATTERIES	6	EA	\$ 4.91	\$ 29.48
LIGHT SET - 100 CLEAR BULBS 32 FT CORD	1	EA	\$ 11.30	\$ 11.30
MAGNET RING	6	EA	\$ 1.43	\$ 8.61
CAR 2.5IN PULL BACK PLASTIC PK12	3	ST	\$ 1.02	\$ 3.05
SPRING COMPRESSION / DECOMPRESSION	3	EA	\$ 3.20	\$ 9.59
BATTERY CLASS D ALKALINE PK12	2	EA	\$ 18.67	\$ 37.35
SEED RAPID RADISH PK50	1	EA	\$ 7.50	\$ 7.50
Shipping box	1	EA	\$	-
Box label	1	EA	\$	-
Handle cover	2	EA	\$	-
Regulatory label	1	EA	\$	-
Packing List	1	EA	\$	-
Comp Labels	3	EA	\$	-
Packaging bag for small items	1	ST	\$	-
Packaging bag for small items	1	ST	\$	-
Packaging bag for small items	1	ST	\$	-
			\$	140.05

GRADE 5

Description	Kit Qty	Unit of Measure	Component Price	Extended Component Price
FOOD COLORING RYBG 4 0.3OZ BOTTLES	1	EA	\$ 2.29	\$ 2.29
BALL GOLF 1.75IN DIAMETER	2	EA	\$ 0.60	\$ 1.19
BALL TABLE TENNIS PKG/6	1	EA	\$ 2.98	\$ 2.98
MINI LAMP-GE 605 TYPE PK/10 6.2V 0.5 AMF	3	EA	\$ 6.67	\$ 20.00
MAGNET RING	6	EA	\$ 1.57	\$ 9.43
GL LENS-DBLE CONCAVE DIA 50MM FL200MM	8	EA	\$ 2.02	\$ 16.19
LENSES-DBLE CONCAVE DIA 38MM FL250MM	8	EA	\$ 2.14	\$ 17.14
PRISM ACRYLIC SET/3	2	EA	\$ 9.76	\$ 19.52
BUZZER MINI 12 V W/ LEADS 7-16 V	8	EA	\$ 4.35	\$ 34.80
BAT HOLDER SINGLE D-CELL FAHNESTOCK CL	16	EA	\$ 0.62	\$ 9.90
Shipping box	1	EA	\$	-
Box label	1	EA	\$	-
Handle cover	2	EA	\$	-
Regulatory label	1	EA	\$	-
Packing List	1	EA	\$	-
Comp Labels	3	EA	\$	-
Packaging bag for small items	1	ST	\$	-
Packaging bag for small items	1	ST	\$	-
Packaging bag for small items	1	ST	\$	-
				\$ 133.44

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: APPROVE PURCHASE OF FIRST GRADE SPANISH SUPPLEMENTAL MATH KITS

BACKGROUND:

These Math supplemental resources in Spanish will accelerate bilingualism and biliteracy in first grade dual language classrooms. The 80/20 model has now been graduated into first grade and under this model, Math is taught in English and Spanish. There is a need for teachers and students to access supplemental Math materials in Spanish. Since prior to this, the language of instruction was English. Via this purchase, students will be able to access on-grade level Math books with perpetual licenses that review and reinforce concepts in Spanish. The kits are aligned with the math curriculum and support the mathematics instructional framework.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of First Grade Spanish Supplemental Math Kits
2. Decline to Approve Purchase of First Grade Spanish Supplemental Math Kits
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of First Grade Spanish Supplemental Math Kits

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-0D3-XXX-25-370-000000

COST:

\$62,598.43

VENDOR:

TPR Global Education

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 Education Purchasing Cooperative of North Texas, Contract JB-205466. 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:

West Handley Elementary	Burton Hills Elementary	Carroll Peak Elementary	Carter Park Elementary	Manuel Jara Elementary
George Clarke Elementary	Lily B. Clayton Elementary	E.M. Daggett Elementary	Rufino Mendoza Elementary	De Zavala Elementary
Diamond-Hill Elementary	S.S. Dillow Elementary	Eastern Hills Elementary	East Handley Elementary	C.C. Moss Elementary
Harlean Beal Elementary	Glen Park Elementary	W.M. Green Elementary	Greenbriar Elementary	Van Zandt-Guinn Elementary
Hubbard Heights Elementary	H.V. Helbing Elementary	Kirkpatrick Elementary	Meadowbrook Elementary	D. McRae Elementary
M.H. Moore Elementary	Morningside Elementary	Charles Nash Elementary	North Hi Mount Elementary	Oakhurst Elementary
Natha Howell Elementary	Oaklawn Elementary	A.M. Pate Elementary	M.L. Phillips Elementary	Luella Merrett Elementary
Versia Williams Elementary	Maudrie Walton Elementary	Sam Rosen Elementary	Sagamore Hill Elementary	Richard Wilson Elementary
South Hi Mount Elementary	South Hills Elementary	Springdale Elementary	Sunrise McMillan Elementary	W.J. Turner Elementary
Washington Heights Elementary	Waverly Park Elementary	Westcliff Elementary	Westcreek Elementary	Western Hills Elementary

Worth Heights Elementary	David K. Sellars Elementary	T.A. Sims Elementary	Woodway Elementary	Lowery Road Elementary
Alice Contreras Elementary	Western Hills Primary	Clifford Davis Elementary	Cesar Chavez Elementary	Bonnie Brae Elementary
Dolores Huerta Elementary	Seminary Hills Elementary			

RATIONALE:

The purchase of the First Grade Spanish Supplemental Math Kits will facilitate access to and accelerate:

- Instruction and learning of Math content and skills in Spanish
- Alignment to the program goals of bilingualism and biliteracy and high academic achievement of emergent bilinguals
- Provide language support and scaffolding for emergent bilingual students in dual language math classrooms.

INFORMATION SOURCE:

Marcey Sorensen

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: APPROVE PURCHASE OF PROFESSIONAL LEARNING FOR IMPROVING DUAL LANGUAGE INSTRUCTION USING HIGH QUALITY INSTRUCTIONAL MATERIALS TO DEVELOP BILITERACY

BACKGROUND:

The District’s State of Texas Assessments of Academic Readiness (STAAR) and the Texas English Language Proficiency Assessment System (TELPAS) data indicate that professional learning is needed in grades K-5 to increase student outcomes for emergent bilingual students. Educators in Dual Language classrooms need support in internalizing high-quality instructional materials for both English Language Arts and Reading (ELAR) and Spanish Language Arts and Reading (SLAR) in order to deliver simultaneous biliteracy instruction.

For effective and sustainable implementation, professional development must directly prioritize dual language classroom instruction and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. Professional development includes both training and coaching support to develop the knowledge and skills needed for a self-sustaining implementation. Training equips stakeholders with the information and tools they need for a successful program implementation and initially focuses heavily on building capacity to ensure a coherent approach to biliteracy instruction. Coaching provides real-time context for application and skill building to develop effective habits of teaching for biliteracy that produce excellent student outcomes.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Professional Learning for Improving Dual Language Instruction Using High Quality Instructional Materials to Develop Biliteracy
2. Decline to Approve Purchase of Professional Learning for Improving Dual Language Instruction Using High Quality Instructional Materials to Develop Biliteracy
3. Remand to Staff for Further Study.

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Professional Learning for Improving Dual Language Instruction Using High Quality Instructional Materials to Develop Biliteracy

FUNDING SOURCE:

Additional Details

Special Revenue

263-13-6299-0D6-999-25-590-000000-23F90

COST:

\$133,400

VENDOR:

Amplify

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 Education Purchasing Cooperative Network of North Texas, I M Terrell ISD, Contract 2020011. 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:

Early Learning, Literacy, Multilingual Education, OISS, Special Education and 62 Elementary Dual Language campuses

Carter Park Elementary	Westcliff Elementary	M.L. Kirkpatrick Elementary	Bonnie Brae Elementary	Charles E. Nash Elementary
George C. Clarke Elementary	Worth Heights Elementary	M.H. Moore Elementary	Dolores Huerta Elementary	North Hi Mount Elementary
Harlean Beal Elementary	David K. Sellars Elementary	Oakhurst Elementary	West Handley Elementary	A.M. Pate Elementary
Glen Park Elementary	Alice Contreras Elementary	Natha Howell Elementary	Burton Hill Elementary	Mary L. Phillips Elementary
W.M. Green Elementary	Clifford Davis Elementary	Versia Williams Elementary	Carroll Peak Elementary	Luella Merrett Elementary

Greenbriar Elementary	Seminary Hills Park Elementary	Sam Rosen Elementary	Lily B. Clayton Elementary	Maudrie M. Walton Elementary
Van Zandt-Guinn Elementary	Manuel Jara Elementary	Sagamore Hill Elementary	Daggett Elementary	South Hi Mount Elementary
Hubbard Heights Elementary	Rufino Mendoza Elementary	Springdale Elementary	De Zavala Elementary	Sunrise-McMillan Elementary
Meadowbrook Elementary	Diamond Hill Elementary	W.J. Turner Elementary	Eastern Hills Elementary	Waverly Park Elementary
Oaklawn Elementary	S.S. Dillow Elementary	Washington Heights Elementary	Christene Moss Elementary	Westcreek Elementary
Richard J. Wilson	East Handley	Lowery Road	D. McRae	Western Hills (2-5)
South Hills Elementary	H.V. Helbing Elementary	Cesar Chavez Elementary	Morningside Elementary	T.A. Sims Elementary
Western Hills Primary	Woodway Elementary			

RATIONALE:

Professional development for teachers and administrators is needed to support the development of Biliteracy in dual language classrooms using high quality instructional materials. This professional learning package provides hands-on learning for dual language educators and administrators to internalize both the ELAR and the SLAR instructional materials side by side. Further, the professional development will render the support and coaching needed for effective implementation of simultaneous biliteracy instruction.

INFORMATION SOURCE:

Marcey Sorensen



Price Quote

Amplify

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

Quote #: Q-171625-3
Date: 8/31/2022
Expires On: 11/1/2022

Customer Contact Information

Cloris Rangel
Ft Worth Ind School District
cloris.rangel@fwisd.org
817.814.2424

Amplify Contact Information

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

Please refer to Product Description section below for more detail.

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Texas Dual Language Special Package	1.00	\$133,400.00	\$133,400.00
TOTAL		\$133,400.00	\$133,400.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00

GRAND TOTAL **\$133,400.00**

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 08/01/2022 until 07/31/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:

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

Product Descriptions

PRODUCT	DESCRIPTION
Amplify TX Dual Language	In addition to our standard offerings, Amplify designs customized professional development sessions tailored to the goals of an individual district, school, or state. The maximum number of participants for onsite sessions is 30 and remote sessions is 15.

How to Order Our Products

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

Please include these three documents with your order:

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

If submitting a purchase order:

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

If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

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

Amplify.

55 Washington Street, Suite 800
Brooklyn, NY 11201-1071
t +1 212.796.2200 • f +1 212.796.2311
www.amplify.com

Fort Worth Independent School District (Cohort 1 & 2) Amplify Professional Development Proposal (Dual Language)

Effective Implementation: Changing Practice

For effective and sustainable implementation, professional development must *directly prioritize classroom instruction* and develop necessary capacity among key stakeholders -- district leads, principals, instructional leaders/coaches, and teachers. **Professional development includes both training and coaching support** over multiple years to incrementally develop the knowledge and skills needed for a self-sustaining implementation. **Training** equips stakeholders with the information and tools they need for a successful program implementation and initially focuses heavily on updating day to day processes, activities, tools, and protocols to ensure a coherent approach to literacy instruction. **Coaching** provides real-time context for application and skill building to develop effective habits of teaching that produce excellent student outcomes.

K-5 ELAR/SLAR

This professional development package is designed to support teachers, schools, and district leaders in effectively implementing Amplify Texas ELAR/SLAR. This professional development package draws from our individual training sessions and includes additional support, such as online learning modules and year-long, remote support and change management services, which we recommend for large district-wide adoptions. Amplify would welcome the opportunity to partner with the district to further customize a professional development package to meet their individual needs.

The pricing for the professional development packages below is only applicable for a district-wide Amplify Texas ELAR/SLAR adoption. We welcome the opportunity to partner with Fort Worth ISD to customize the approach to professional development, and we will work with the District to finalize the support plan based on detailed conversations around implementation scale and budgetary constraints. Below is the recommended number of sessions, accommodating 30 participants per session.

K-5 ELAR/SLAR	Delivery Method, Audience, and Session Title (Cohort 1& 2 Dual Teachers)	Total Cost
	(36) Texas SLAR K-2 Strengthening Training, ½ day (4) Texas SLAR K-2 Strengthening Training, ½ day (AM/PM consecutive)	\$90,000 \$12,800
Recommended Strengthening - All Sessions Onsite	(1) Texas K-5 Initial Leaders Strengthening Training, ½ day (1) Texas K-5 Strengthening Leaders Training (Observational), ½ day (8) Campus Coaching	\$2,500 \$2,500 \$25,600
Total Cost		\$133,400

Onsite Training & Coaching (Cohort 1 & 2 Dual Language)	
	<p><u>Initial Training Sessions:</u></p> <p>1 Initial Training for K–5 Instructional Leaders, ½ day and 1 Strengthening Observational Leaders, ½ day</p> <p>Prepare to implement and support Texas ELAR instruction in your schools! Learn how Texas ELAR supports students to build literacy skills in the early grades and move among reading, writing, speaking and listening, and language activities in the upper grades. Understand the purpose of the Texas ELAR program (Skills, Knowledge, and Integrated Strands) and identify components of the Texas ELAR design principles within lessons. Participants will begin creating an action plan to support communication and change management related to Texas ELAR to staff, parents, and other stakeholders. Participants will leave with an action plan to support communication and change management related to Texas ELAR to staff, parents, and other stakeholders.</p> <ul style="list-style-type: none"> ● Timing: Before 22-23 school year begins ● Duration: 1/2 Initial day for up to 30 participants and ½ day for Observational Leaders for up to 30 ● # of Sessions: 1 day AM/PM ● Recommendation: <ul style="list-style-type: none"> ○ School administrators, Instructional Coaches, and other building and/or district instructional leaders
	<p><u>Strengthening and/or Coaching: (Cohort 1& 2 dual teachers)</u></p> <p>Training for Teachers: Strengthening Implementation</p> <p>Districts can use Strengthening Days flexibly based on implementation needs in order to effectively train their educators. Strengthening Days can include follow-up professional development sessions (see our menu of individual training sessions below) and/or onsite coaching visits conducted at schools.</p> <ul style="list-style-type: none"> ● Timing: Flexible after 4-6 weeks of implementation ● Duration: ½ day sessions for up to 30 participants per session. ● # of Sessions: (36) K-2 SLAR, (4) 3-5 SLAR - all AM/PM consecutive sessions ● Possible Strengthening half-day sessions Cohort 1 DL Teachers/Leadership Team include: <ul style="list-style-type: none"> ○ Enhancing Planning & Practice for Teachers ○ Amplify Texas ELAR/SLAR Writing for K-2 or 3-5 ○ Enhancing Planning & Practice Instruction for English Language Learners K-5 ○ Enhancing Planning & Practice Instruction for Students with Special Needs K-5

Training for Teachers: Onsite Coaching Sessions

Texas ELAR/SLAR onsite coaching sessions are geared to meet the needs of individual schools and teachers in order to strengthen program implementation. Texas ELAR/SLAR facilitators will work with district or school leads to design the format of the onsite session. Onsite coaching agendas may include a combination of the following services: Lesson modeling (conducted by a Texas ELAR/SLAR facilitator) and debrief, grade-level planning, classroom observations and feedback, and Leadership consultation. The flexible onsite coaching design allows a collaborative approach to support effective program implementation. Coaching visits can include a full day at a single school or two half-day visits to two different schools.

- Timing: Flexible
- Duration: (8)
- Onsite coaching visits can consist of up to two schools a day or be used at one school for the duration
- Onsite coaching visits can include observation and feedback, modeling, coaches leading PLCs, coaches leading team planning, or a combination based on school and/or district need.
- Participants: Teachers/Leaders

Pricing:

- One Day Onsite: \$3,200
- Half Day Onsite: \$2,500

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE PURCHASE OF LITERACY PROFESSIONAL
DEVELOPMENT FOR HIGH QUALITY INSTRUCTIONAL
MATERIALS EARLY IMPLEMENTERS**

BACKGROUND:

For effective and sustainable implementation, professional development must directly prioritize classroom instruction and develop necessary capacity among key stakeholders—District leads, principals, instructional leaders/coaches, and teachers. The purchase includes training and coaching support over two (2) years to develop the knowledge and skills of campus leaders, teachers, and staff who participated in the COVID-19 Relief Instructional Materials Support Initiative (CRIMSI). Training equips these stakeholders with the tools and information needed to successfully continue implementation to ensure a coherent approach to literacy instruction.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Literacy Professional Development for High Quality Instructional Materials Early Implementers
2. Decline to Approve Purchase of Literacy Professional Development for High Quality Instructional Materials Early Implementers
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Literacy Professional Development for High Quality Instructional Materials Early Implementers

FUNDING SOURCE: *Additional Details*

Special Revenue 429-13-6299-0PD-999-24-950-000155-22S15

COST:

\$200,000

VENDOR:

Amplify

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

FWISD Bid Number: 22-121

Number of Bid/Proposals received: 10

HUB Firms: 2

Compliant Bids: 10

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

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

RATIONALE:

This professional development package is part of a two (2) year grant, the Texas COVID-19 Learning Acceleration Supports (TCLAS) awarded from the Texas Education Agency to districts who participated in the CRIMSI Pilot utilizing high-quality instructional literacy materials. It includes additional and intensive professional learning (remote and on-site) for teachers, campus instructional coaches, and campus leaders of the twenty-one campuses that completed the pilot during the 2021 - 2022 school year.

INFORMATION SOURCE:

Marcey Sorensen



Price Quote

Amplify

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

Quote #: Q-171625-1
Date: 8/22/2022
Expires On: 9/21/2022

Customer Contact Information

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

Amplify Contact Information

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

PD OUTLINE ATTACHED

Please refer to Product Description section below for more detail.

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL PRICE
Amplify Texas ELAR Special PD Package	1.00	\$200,000.00	\$200,000.00
TOTAL		\$200,000.00	\$200,000.00

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$0.00	\$0.00

GRAND TOTAL **\$200,000.00**

Scope and Duration

Payment Terms:

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

License and Services Term:

- Licenses: 08/01/2022 until 07/31/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Product Descriptions

PRODUCT	DESCRIPTION
Amplify Texas ELAR Special PD Package	In addition to our standard offerings, Amplify designs customized professional development sessions tailored to the goals of an individual district, school, or state. The maximum number of participants for onsite sessions is 30 and remote sessions is 15.

How to Order Our Products

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- A copy of your Tax-Exemption Certificate

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If submitting your order via credit card:

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

If submitting your order via sending a check:

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

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

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

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms &

Rider to Amplify Education Inc.'s Terms and Conditions for Ft Worth Independent School District

This Rider to Amplify Education Inc.'s Terms and Conditions for Ft Worth Independent School District ("Rider") is made a part of the Amplify Education Inc.'s Terms and Conditions ("Contract") dated April 30, 2022, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District" or "Customer"), and Amplify Education Inc. ("Amplify"), acting by and through its duly authorized representative. The District and Amplify will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract outlined below. The following changes to Amplify's standard terms and conditions are hereby incorporated into the quotes relating to Amplify's assessment and curriculum products for District.

1. The first sentence to the preamble to the Terms & Conditions is hereby deleted in its entirety and replaced with the following:

"This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached below."

2. The first sentence of Section 6 (Shipments) is hereby revised as shown below:

Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB destination in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer 30 days after receipt.

3. The below is added to end of Section 8 (Confidentiality):

Amplify acknowledges and agrees that customer is subject to Texas Public Information Act (TPIA) and its limited exceptions. Upon a valid request under the TPIA, Customer will provide third party notice to Amplify but assumes no other liability. Amplify will be responsible for taking any necessary protective action to prevent disclosure.

4. Section 12 (Limitation of Liability) is hereby revised as shown below:

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

5. Section 13 (Term; Termination) is hereby revised as shown below:

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

6. Section 14 (Miscellaneous) is hereby revised as shown below:

This Agreement, including all addendums, attachments, the Quote, and any applicable response by Amplify to Customer's Request for proposal or cooperative agreement, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Texas, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Neither party shall have any liability to the other party or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

No other terms or conditions of the Contract are negated or changed as a result of this Rider.

[Signature Page Follows]

In witness of the Rider above, the Parties to this agreement, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

FOR DISTRICT:

Signed: Marcey Sorensen
Name: Dr. Marcey Sorensen
Title: Chief Academic Officer
Date:

9/30/22

FOR AMPLIFY:

Signed: LaShon Ormond
Name: LaShon Ormond
Title: SVP & GM, K-12 Humanities
Date: 09/26/2022

SUPERINTENDENT APPROVAL
(Required over \$25,000)

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

APPROVED AS TO FORM:

Signed: _____
Date:

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION
WELDING MACHINES****

BACKGROUND:

Through the District’s 2017 Capital Improvement Program (CIP), funds are available to purchase capital expenditures associated with Career and Technical Education (CTE) programs. South Hills High School has a new CTE welding program and welding machines are needed for the welding lab.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Career and Technical Education Welding Machines

FUNDING SOURCE:

Additional Details

CIP 2017	673-11-6639-CTE-003-99-000-000000.....	\$11,412.68
	673-11-6398-CTE-003-99-000-000000.....	\$48,110.00

COST:

\$59,522.68

VENDOR:

Airgas

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

South Hills High School

RATIONALE:

The purchase of the equipment and supplies is necessary for the expansion and creation of the welding program at South Hills High School. This welding program will serve 9th - 12th grade students in a CTE approved sequence of courses. The purchase of the welding machines is to support the teacher in training students how to become welders.

INFORMATION SOURCE:

David Saenz



AIRGAS USA, LLC
 801 E NORTHSIDE DR
 FORT WORTH TX 76102-1017
 T: 817-877-0148
 F: 817-877-0153

QUOTATION

YOU CAN PLACE THIS ORDER
 ON WWW.AIRGAS.COM

Quote For: 4477594
 FORT WORTH ISD
 SOUTH HILLS HIGH SCHOOL
 6101 MCCART AVE
 FORT WORTH TX 76133-3396
 T: 817-814-7000

Sold To: 2184777
 ATTN AP DEPT
 FORT WORTH ISD
 100 N UNIVERSITY DR
 FORT WORTH TX 76107-1360
 T: 817-814-2000

Quote Number	2010867139
Quote Date	09/01/2022
Prepared By	Christopher Garwood
Contact Phone	+1 855-625-5285 EXT 7432
Total Access Rep	CHRISTOPHER GARWOOD
PO Number	FORT WORTH ISD
Release Number	
Ordered By	STEPHEN SZYNDLER

Item	Material/Description	Plant	Order Qty	UM	Vol/Wt	UM	Unit Price	UM	Ext Price
10	MILGENERIC MILLER ELECTRIC MFG LLC Multimatic® 235 Multiprocess Welder w/ EZ-Latch™ Running Gear- 240V 951846 Eagle Mountain -Saginaw ISD Bid number is # 2021-002-2025	C310	17	EA			2,830.00	EA	48,110.00
20	MILGENERIC MILLER ELECTRIC MFG LLC Syncrowave® 400 Complete Package w/ Wired Foot Pedal 951831 Eagle Mountain -Saginaw ISD Bid number is # 2021-002-2025	C310	1	EA			11,412.68	EA	11,412.68

Incoterms	Airgas Truck
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	59,522.68
Sales Tax	0.00
Quote Total	59,522.68

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.
TERMS AND PRODUCT PRICING ARE VALID UNTIL 11/30/2022
SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.
Airgas reserves the right to decline or cancel any order at any time prior to shipment. For more information about returns and cancellations, please visit us online at Airgas.com/terms-of-sale.

Comments :

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: **APPROVE PURCHASE OF SOFTWARE SUBSCRIPTIONS**

BACKGROUND:

In 2019-2020, the Department of Instrumental Music researched options for a unifying assessment tool for all secondary music students and teachers. The objective was to provide a consistent platform to gauge essential knowledge and skills within all Instrumental Music courses. The Department’s goal was to determine deficiencies through assessment, improve operational efficiency and work to increase needed student achievement. Consistent with Board Policy, a vendor was selected through an interlocal agreement as the best option. The platform includes embedded material for all secondary levels to include fundamental, technical exercises, graded repertoire, infinite amounts of scaffolded sight-reading, a practice platform for any assigned material and graded assessment tools. All material on the platform can be accessed by our 7,500 instrumental music students through any smart device. The subscription started in 2020 - 2021 and continued in 2021 - 2022.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Subscriptions

FUNDING SOURCE: *Additional Details*

Special Revenue 282-11-6399-058-XXX-24-950-000150-22F32

COST:

\$63,000

VENDOR:

Music Sales Digital Services LLC db.’s MusicFirst

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 TIPS Contract #210101. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

The Interlocal Purchasing System and MusicFirst Quote

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

All FWISD Secondary Instrumental Music Programs

RATIONALE:

This subscription provides a comprehensive learning management system for essential knowledge and skills in music education by providing teaching aides, practice platforms and assessment tools that unify learning criteria and goals across the district. This subscription was previously tested by District teachers and specialists and found to provide the most effective platform. Training is provided to each teacher by the company as part of the annual subscription which began in the 2020 - 2021 school year. Consent for purchase through Elementary and Secondary School Emergency Relief (ESSER) Fund will allow our subscription to continue for 2022 - 2023.

INFORMATION SOURCE:

Marcey Sorensen



Company Address Remit-To: Music Sales Digital Services, LLC
 d.b.a. MusicFirst
 2 Old State Route 17
 PO Box 572
 Chester, NY 10918

Created Date 8/19/2022
 Expiration Date 10/31/2022
 Quote Number 00022249

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

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

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

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

Ship To Name Fort Worth ISD

Product	Sales Price	Quantity/Seats	Discount	Total Price
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 3.00	7,500		USD 22,500.00
PracticeFirst - add to MusicFirst Classroom	USD 4.00	7,500	10.00%	USD 27,000.00
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 2.00	7,500	10.00%	USD 13,500.00
	Total Price			USD 63,000.00
	Grand Total			USD 63,000.00

To Order:

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

Extra details

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

Additional items for consideration (contact for details and pricing):

- * Auralia First (ear training)
- * Musition First (theory)
- * Soundtrap for Education (DAW/on-line studio)
- * Newzik for Education (Interactive digital music library)
- * Flat for Education (composition/notation)
- * Noteflight Learn (composition/notation)

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE PURCHASE OF AIR HANDLER UNIT FOR POLYTECHNIC
HIGH SCHOOL**

BACKGROUND:

The air handler unit at Polytechnic High School has well exceeded its life expectancy at approximately 44 years old and replacement parts are scarce. The average replacement cycle for this type of unit is 20 - 25 years. Replacing the unit will increase reliability, provide advanced air filtration and energy efficiency.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Air Handler Unit for Polytechnic High School
2. Decline to Approve Purchase of Air Handler Unit for Polytechnic High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Air Handler Unit for Polytechnic High School

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-51-6299-001-009-99-950-000451-22F32

COST:

\$72,580

VENDOR:

Texas Air Systems

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 Interlocal Purchasing System, Contract 22010601/200201. 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:

Polytechnic High School
District Operations

RATIONALE:

The replacement of the air handler unit will help support a climate-controlled environment.

INFORMATION SOURCE:

Joseph Coburn



QUOTATION - TIPS

Date: September 7, 2022
To: Fort Worth ISD
Attn: Steve McPherson
Project: Poly High AHU Replacement
TIPS Contract Number: 22010601

PRICING SUMMARY

DESCRIPTION	QTY	TAGGING	TOTAL NET PRICE
AAON V3-ELB-3	1	AHU-10	Included
TOTAL NET PRICE			\$72,580.00

*FOB Factory, Full Freight Allowed, Tax Not Included

We are pleased to quote the following through TIPS Comprehensive HVAC Solutions and Service per contract #22010601. Effective March 26, 2022 – March 31, 2025. The terms and conditions of TIPS contract supersedes all other.

EQUIPMENT

TAG: AHU-10

- Double Wall, Galvanized Steel Construction With Gray Polyurethane Finish
- Mixing Box With OA & RA Dampers And Fully Modulating DDC Actuators
- Electrical: 460/3/60
- Terminal Strip for DDC Controls
- AAON Factory Startup
- 5 Year Parts Warranty
- Please See Submittal For Full Equipment Information

INSTALLATION

- Shut down power to AHU #10 and LOTO the service breaker.
- Shut down water to the unit at the nearest isolation valve.
- Demo piping from the AHU.
- Disconnect all ductwork from the AHU.
- Demo the existing AHU and dispose of.
- Set new AAON AHU in place.
- Transition ductwork as needed to the new AHU.
- Transition piping as needed to the new AHU.
- Transition electrical to the new AHU.
- Insulate all new piping with like insulation.
- Startup AHU.

CONTROLS

- Disconnect and reconnect controls on the AHU.

PROPOSAL NOTES & CLARIFICATIONS

- Lead Time at Time of Bid: 11 Weeks (Subject to change)
- Customer to have work area cleared of any objects that could impede work being performed.
- **Payment Bond Is Included**

QUOTE ACCEPTANCE:

Signature

Printed Name

Texas AirSystems ACCEPTANCE:

Gene Hensarling

Signature

Gene Hensarling- Account Executive

Telephone: 817-913-3990

Email: gene.hensarling@texasairsystems.com

- This quotation is subject to change without notice and void after 60 days.
- Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.
- F.O.B. Factory, FFA, per mutually agreed schedule. No material to be returned without written authorization.
- Payment terms: Net 30 Days, Upon Receipt of Satisfactory Credit Information.
- Texas AirSystems equipment will be supplied based upon approved submittal data.
- Retainage is not allowed. Texas AirSystems is a material supplier and will be supplying the entire purchase order value upon delivery of equipment
- Payment to Texas AirSystems cannot be conditioned on receipt of payment from the owner by a contractor, construction manager, or customer.
- Texas AirSystems standard warranty, parts only, is for 12 months from start-up date, not to exceed 18 months from ship date.
- Texas AirSystems is responsible and accountable only for the acts and omissions of Texas AirSystems.
- Insurance certificates and bonds can/will be provided upon request.

TACLA00011151C Regulated by The Texas department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF MEALS AND SNACKS FOR STUDENTS
DURING TARGETED LEARNING OPPORTUNITIES****

BACKGROUND:

The District has developed the Saturday Learning Quest program to provide targeted opportunities for direct academic support to all K-5 students with additional time to accelerate their learning in math and literacy as well as opportunities to engage in enrichment activities in art, music, health, Physical Education (P.E.) and Science, Technology, Engineering, and Mathematics (STEM). The targeted learning opportunities occur on Saturdays during the Fall Semester at 24 campuses representing all District pyramids. During these targeted learning opportunities, students will be provided both breakfast and lunch through the District’s food service program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities
2. Decline to Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Meals and Snacks for Students During Targeted Learning Opportunities

FUNDING SOURCE: *Additional Details*

General Fund 199-35-6299-SLQ-999-99-15-000000

COST:

\$168,000

VENDOR:

Aramark Services, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Alice Contreras Elementary School
Clifford Davis Elementary School
Diamond Hill Elementary School
Dolores Huerta Elementary School
Edward L. Briscoe Elementary School
George C. Clark Elementary School
Glen Park Elementary School
Greenbriar Elementary School
Harlean Beal Elementary School
Lowery Road Elementary School
Manuel Jara Elementary School
Oakhurst Elementary School
South Hi Mount Elementary School
Springdale Elementary School
Sunrise-McMillan Elementary School
T.A. Sims Elementary School
Van Zandt Guinn Elementary School
W.M. Green Elementary School
Waverly Park Elementary School
West Handley Elementary School
Westcreek Elementary School
Western Hills Elementary School
Woodway Elementary School
Worth Heights Elementary School

RATIONALE:

Since the Saturday Learning Quest program is not mandatory, the National School Lunch Program is not available for students that attend. However, sound nutrition for the additional instruction days is vital to the learning environment and the success of students.

INFORMATION SOURCE:

Marcey Sorensen

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PROPOSED COURSE CHANGES FOR THE 2023 – 2024
SCHOOL YEAR****

BACKGROUND:

Each year, proposals for course additions and deletions are submitted to the Board of Trustees for consideration. Attached are course deletions and new course proposals for the 2023 – 2024 school year. The group of courses proposed for addition are the Career and Technology Education (CTE) courses, Programmable Logic Controller II (including Dual Credit and Honors versions). These courses are used in a sequence for Dunbar High School’s Manufacturing Pathways in Technology Early College High School (P-TECH) as well as Young Men’s Leadership Academy and I.M. Terrell’s Texas Science, Technology, Engineering, and Mathematics (T-STEM) academies. *(Purchases will not be made until late spring when enrollment numbers are finalized.)* The CTE department will fund any costs associated with the new courses.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Proposed Course Changes for the 2023 – 2024 School Year
2. Decline to Approve Proposed Course Changes for the 2023 – 2024 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Proposed Course Changes for the 2023 – 2024 School Year

FUNDING SOURCE: Additional Details

General Fund	199-11-6321-OWG-XXX-38-697-000000
	199-11-6399-027-XXX-22-221-000000

COST:

For First Year - \$35,290
For Subsequent Years - \$14,560

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Dunbar High School
Young Men's Leadership Academy
I.M. Terrell Academy for STEM and VPA

RATIONALE:

Adjustments in course offerings are necessary to accommodate changing needs of students and programs.

INFORMATION SOURCE:

Jerry Moore

NEW COURSE REQUESTS FOR THE 2023 – 2024 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Programmable Logic Controller II Honors Version Dual Credit Version 2023 – 2024 School Year	1 – high school 4 - College	11 - 12	Daphne Rickard	<p>This course is used in a sequence for Dunbar High School’s Manufacturing P-TECH as well as Young Men’s Leadership Academy and I.M. Terrell’s T-STEM academies. The articulated dual credit course is part of the Associate’s Degree for students in these programs.</p> <p>The course provides advanced knowledge of programming of programmable logic controllers (PLC) by incorporating the use of timers, counters, and other advanced functions. The students who complete the PLC II course will gain hands-on experience in the use of PLCs in industry and be able to troubleshoot the PLCs in common industrial applications. Additionally, the course includes an introduction to human machine interfaces (HMI) and networking. The PLC II course aligns to industry standards for various brand PLCs, and the outcomes from this course will prepare the students for postsecondary education and career readiness in the industrial maintenance/manufacturing industry.</p>	<p><u>Cost</u> \$35,290 for all three campuses</p> <p>Cost includes: Textbooks Teacher Supplies Equipment Student Supplies</p> <p><u>Costs After Year 1</u> \$14,560</p> <p>Funded by CTE</p> <p>Taught by a current STEM Teacher or TCC Adjunct Professor</p>

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: APPROVE RENEWAL OF ONLINE REFERENCE DATABASES AND E-BOOK SUBSCRIPTIONS

BACKGROUND:

The online full-text databases provide access to thousands of peer-reviewed journals, reference sources, and abstracts of articles in magazines and newspapers from an extensive collection of publications. The E-Books K-8 and High School collections offer anytime access to popular online books across all academic subject areas including a selection of classic literary works and general reference materials. Approval for the annual subscription renewal will provide District - Wide access to the online full-text databases, magazine and journal articles, and other credible full-text multimedia content for student inquiry, curriculum support, and enrichment. The subscription period is through July 31, 2023. Detailed database usage statistics are available from Library Media Services.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Online Reference Databases and E-Book Subscriptions
2. Decline to Approve Renewal of Online Reference Databases and E-Book Subscriptions
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Online Reference Databases and E-Book Subscriptions

FUNDING SOURCE: *Additional Details*

General Fund 199-12-6329-634-999-99-217-000000

COST:

\$172,192

VENDOR:

EBSCO Information Services

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 21-044

Number of Bid/Proposals received: 157

HUB Firms: 11

Compliant Bids: 157

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Access provided to all Fort Worth ISD students, educators, and employees.

RATIONALE:

EBSCO Information Services creates and offers nearly 400 databases, designed to support research and learning. The basic criteria governing content inclusion decisions for schools is the assurance that the materials are educational, age-appropriate (in reading level and context), support curriculum requirements, and are applicable to the subjects taught at specific grade levels.

Usage statistics for a twelve-month period indicate that District students and staff conducted 170,086 database searches, 25,479 items investigations, and 9,051 item requests through this subscription service.

INFORMATION SOURCE:

Marcey Sorensen



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Product Order Form

CustID:	ftisd
OrderID:	WSR729865
Date:	08/16/2022

Purchasing Customer

FORT WORTH INDEPENDENT SCHOOL DISTRICT
RESOURCE CENTER
3150 MCCART ST
FORT WORTH, TX, 76110
USA

Billing Address

FORT WORTH INDEPENDENT SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPT
100 N UNIVERSITY
FORTH WORTH, TX, 76107-1300
USA

Contact:

CARTER COOK
817-814-3120
carter.cook@fwisd.org

Your invoice will be sent to:

Accounts Payables
accounts payables@fortworthisd.net

Product Name	Begin Date	Expire Date	Price
Package 08/16/2022 09:00:18 AM			\$172,192.00
Alt HealthWatch: HOST	08/01/2022	07/31/2023	
MEDLINE	08/01/2022	07/31/2023	
Computer Source: Consumer Edition : HOST	08/01/2022	07/31/2023	
Health Source: Nursing/Academic Edition : HOST	08/01/2022	07/31/2023	
Middle Search Plus : HOST	08/01/2022	07/31/2023	
Military and Government Collection	08/01/2022	07/31/2023	
MasterFILE Premier : HOST	08/01/2022	07/31/2023	
Primary Search : HOST	08/01/2022	07/31/2023	
Psychology and Behavioral Sciences Collection : HOST	08/01/2022	07/31/2023	
Religion and Philosophy Collection	08/01/2022	07/31/2023	
Serials Directory : HOST	08/01/2022	07/31/2023	
Ultra Online Package: K-12	08/01/2022	07/31/2023	
Vocational Search and Career Collection	08/01/2022	07/31/2023	
Medic Latina	08/01/2022	07/31/2023	
Legal Collection	08/01/2022	07/31/2023	
Fuente Academica	08/01/2022	07/31/2023	
Information Science and Technology Abstracts	08/01/2022	07/31/2023	
History Reference Center	08/01/2022	07/31/2023	
Science & Technology Collection	08/01/2022	07/31/2023	
Natural & Alternative Treatments	08/01/2022	07/31/2023	
Bibliography of Indigenous Peoples in North America	08/01/2022	07/31/2023	
Business Source Complete	08/01/2022	07/31/2023	
Consumer Health Complete	08/01/2022	07/31/2023	
Texas Reference Center	08/01/2022	07/31/2023	
Academic Search Complete	08/01/2022	07/31/2023	
Science Reference Center	08/01/2022	07/31/2023	
Education Research Complete	08/01/2022	07/31/2023	
Salud en Espanol	08/01/2022	07/31/2023	
Points of View Reference Center	08/01/2022	07/31/2023	
Book Collection: Nonfiction Grades 9-12	08/01/2022	07/31/2023	
Book Collection: Nonfiction Grades 5-8	08/01/2022	07/31/2023	
Book Collection Nonfiction: Elementary School Edition	08/01/2022	07/31/2023	
NoveList Plus	08/01/2022	07/31/2023	
NoveList K-8 Plus	08/01/2022	07/31/2023	
Biography Reference Center	08/01/2022	07/31/2023	
Literary Reference Center Plus	08/01/2022	07/31/2023	
Single Sign-On Connection	09/01/2022	08/31/2023	
MasterFILE Reference eBook Subscription	08/01/2022	07/31/2023	
MAS Reference eBook Subscription	08/01/2022	07/31/2023	
Middle Search Reference eBook Subscription	08/01/2022	07/31/2023	
Primary Search Reference eBook Subscription	08/01/2022	07/31/2023	
Biography Reference Center eBook Subscription	08/01/2022	07/31/2023	



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Product Order Form

CustID: risd
OrderID: WSR729865
Date: 08/16/2022

Page 2 of 2

Science Reference Center eBook Subscription	08/01/2022	07/31/2023
Literary Reference Center eBook Subscription	08/01/2022	07/31/2023
History Reference Center eBook Subscription	08/01/2022	07/31/2023
Consumer Health Reference Center eBook Subscription	08/01/2022	07/31/2023

Total: \$172,192.00
 The above excludes all applicable tax
Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

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Authorized Signature: _____ **Date:** _____
Print Name: _____ **Title:** Superintendent of Schools

Please sign, scan and email this form to: WENDY LYON at wlyon@ebsco.com

Thank you for your business!


If unable to scan, please fax to: 978 356-5640

Fort Worth Independent School District:



Corey Golomb, Assistant Superintendent
 Specialized Academic Support Services

 Dr. Marcey Sorensen
 Chief Academic Officer



 Lynda Jackson
 Sr. Attorney

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: **APPROVE RENEWAL OF LIBRARY MANAGEMENT SYSTEM SOFTWARE**

BACKGROUND:

The library management system provides materials circulation, cataloging, inventory, and reporting capabilities for 128 sites. The system interface also provides online access to search school library catalogs, access eBooks and digital audiobooks, and provides a website for the school librarian to share links to subscription databases and open educational resources.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Library Management System Software

FUNDING SOURCE: *Additional Details*

General Fund 199-12-6329-001-XXX-99-217-000000

COST:

\$133,804.80

VENDOR:

Follett School Solutions, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 226

HUB Firms: 19

Compliant Bids:225

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. One firm did not meet the needs to the bid, all firms other responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

District - Wide

RATIONALE:

Library management system software provides stakeholders with an online catalog of print and digital resources available through the school library program, and provides school librarians and library support staff the tools and functionality to manage library assets.

INFORMATION SOURCE:

Marcey Sorensen

Follett School Solutions Library Management System Software

School Year	Owner Name	Account Code	Destiny Library Locations	Account Description	Justification	Amount
2022-2023	LIBRARY MEDIA	199-12-6399-001-153-99-217-000000-	A. M. Pate Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-101-99-217-000000-	Alice Carlson Applied Learning Center	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-220-99-217-000000-	Alice Contreras Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-001-99-217-000000-	Amon Carter - Riverside High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-055-99-217-000000-	Applied Learning Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-002-99-217-000000-	Arlington Heights High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-188-99-217-000000-	Atwood-McDonald Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-103-99-217-000000-	Benbrook Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-071-99-217-000000-	Benbrook Middle High School	GENERAL SUPPLIES	2 SITES: HS and MS Annex-Annual SaaS sub	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-071-99-217-000000-	Benbrook Middle Middle School Annex	GENERAL SUPPLIES	2 SITES: HS and MS Annex-Annual SaaS sub	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-206-99-217-000000-	Bill J. Elliott Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-225-99-217-000000-	Bonnie Brae Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-104-99-217-000000-	Boulevard Heights	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-163-99-217-000000-	Bruce Shulkey Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-107-99-217-000000-	Burton Hill Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-110-99-217-000000-	Carroll Peak Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-111-99-217-000000-	Carter Park Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-223-99-217-000000-	Cesar Chavez Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-148-99-217-000000-	Charles Nash Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-127-99-217-000000-	Christine C. Moss Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-117-99-217-000000-	Como Elementary Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-063-99-217-000000-	Como Montessori (Future Use)	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-143-99-217-000000-	D. McRae Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-194-99-217-000000-	Daggett Montessori	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-186-99-217-000000-	David K. Sellars Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-121-99-217-000000-	DeZavala Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-004-99-217-000000-	Diamond Hill - Jarvis High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-122-99-217-000000-	Diamond Hill Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-227-99-217-000000-	Dolores Huerta Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-119-99-217-000000-	E. M. Daggett Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-042-99-217-000000-	E. M. Daggett Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-082-99-217-000000-	Early College High Schools @ TCC	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-126-99-217-000000-	East Handley Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35

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2022-2023	LIBRARY MEDIA	199-12-6399-001-125-99-217-000000-	Eastern Hills Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-006-99-217-000000-	Eastern Hills High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-209-99-217-000000-	Edward J. Briscoe Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-045-99-217-000000-	Forest Oak Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-999-99-217-000000-	Fort Worth ISD Professional Library	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-115-99-217-000000-	George C. Clarke Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-132-99-217-000000-	Glen Park Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-011-99-217-000000-	Green B. Trimble Technical High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-134-99-217-000000-	Greenbriar Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-138-99-217-000000-	H. V. Helbing Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-130-99-217-000000-	Harlean Beal Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-118-99-217-000000-	Hazel Harvey Peace Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-137-99-217-000000-	Hubbard Heights Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-087-99-217-000000-	I.M. Terrell Academy for STEM & VPA	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-062-99-217-000000-	International Newcomer Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-059-99-217-000000-	J. Martin Jacquet Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-044-99-217-000000-	J. P. Elder Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-187-99-217-000000-	J. T. Stevens Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-070-99-217-000000-	Jean McClung Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-026-99-217-000000-	Jo Kelly School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-129-99-217-000000-	John T. White Elementary Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-049-99-217-000000-	Kirkpatrick Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-222-99-217-000000-	L. Clifford Davis Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-064-99-217-000000-	Leadership Academy at Forest Oak Sixth Grade Cer	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-061-99-217-000000-	Leonard Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-116-99-217-000000-	Lily B. Clayton Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-219-99-217-000000-	Lowery Road Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-157-99-217-000000-	Luella Merrett Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-146-99-217-000000-	M. H. Moore Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-114-99-217-000000-	Manuel Jara Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-154-99-217-000000-	Mary Louise Phillips Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-124-99-217-000000-	Maude I. Logan Elementary Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-160-99-217-000000-	Maudrie Walton Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-050-99-217-000000-	McLean Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35

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2022-2023	LIBRARY MEDIA	199-12-6399-001-069-99-217-000000-	McLean Sixth Grade Center	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-141-99-217-000000-	Meadowbrook Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-052-99-217-000000-	Meadowbrook Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-019-99-217-000000-	Metro Opportunity High School @ Handley	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-139-99-217-000000-	Milton Kirkpatrick Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-144-99-217-000000-	Mitchell Boulevard Elementary Leadership Academ	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-147-99-217-000000-	Morningside Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-054-99-217-000000-	Morningside Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-151-99-217-000000-	Natha Howell Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-149-99-217-000000-	North Hi Mount Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-008-99-217-000000-	North Side High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-150-99-217-000000-	Oakhurst Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-152-99-217-000000-	Oaklawn Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-016-99-217-000000-	Oscar Dean Wyatt High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-229-99-217-000000-	Overton Park Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-005-99-217-000000-	Paul Laurence Dunbar High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-009-99-217-000000-	Polytechnic High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-999-99-217-000000-	PreK Satellite	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-010-99-217-000000-	R. L. Paschal High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-165-99-217-000000-	Richard Wilson Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-156-99-217-000000-	Ridglea Hills Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-190-99-217-000000-	Riverside Applied Learning Center	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-056-99-217-000000-	Riverside Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-057-99-217-000000-	Rosemont Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-120-99-217-000000-	Rufino Mendoza, Sr. Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-123-99-217-000000-	S. S. Dillow Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-162-99-217-000000-	Sagamore Hill Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-161-99-217-000000-	Sam Rosen Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-226-99-217-000000-	Seminary Hills Park Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-166-99-217-000000-	South Hi Mount Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-167-99-217-000000-	South Hills Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-003-99-217-000000-	South Hills High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-014-99-217-000000-	Southwest High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-168-99-217-000000-	Springdale Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35

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2022-2023	LIBRARY MEDIA	199-12-6399-001-169-99-217-000000-	Sunrise-McMillian Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-208-99-217-000000-	T. A. Sims Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-171-99-217-000000-	Tanglewood Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-135-99-217-000000-	VanZandt-Guinn Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-159-99-217-000000-	Versia Williams Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-051-99-217-000000-	W. A. Meacham Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-058-99-217-000000-	W. C. Stripling Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-172-99-217-000000-	W. J. Turner Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-133-99-217-000000-	W. M. Green Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-175-99-217-000000-	Washington Heights Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-176-99-217-000000-	Waverly Park Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-060-99-217-000000-	Wedgwood Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-043-99-217-000000-	Wedgwood Sixth Grade Center	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-105-99-217-000000-	West Handley Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-177-99-217-000000-	Westcliff Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-178-99-217-000000-	Westcreek Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-180-99-217-000000-	Western Hills Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-015-99-217-000000-	Western Hills High School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-221-99-217-000000-	Western Hills Primary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-207-99-217-000000-	Westpark Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-048-99-217-000000-	William James Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-053-99-217-000000-	William Monnig Middle School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-216-99-217-000000-	Woodway Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-084-99-217-000000-	World Languages Institute	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-184-99-217-000000-	Worth Heights Elementary School	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-083-99-217-000000-	Young Men's Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
2022-2023	LIBRARY MEDIA	199-12-6399-001-081-99-217-000000-	Young Women's Leadership Academy	GENERAL SUPPLIES	Annual SaaS subscription renewal to Follet	\$1,045.35
					Total	\$133,804.80

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE RENEWAL OF VIRTUAL DESKTOP INFRASTRUCTURE
MANAGED SERVICES FOR CAREER AND TECHNOLOGY
EDUCATION FOR THE 2022 - 2023 SCHOOL YEAR**

BACKGROUND:

Fort Worth ISD Technology provides a virtual desktop environment for students. Virtual desktops allow students to use a District-issued mobile device to connect to a Windows environment to access tools and applications needed to complete advanced Career and Technology Education (CTE) coursework. This requested service includes hands-on troubleshooting support, scaling of service, and configuration. This service will provide Fort Worth ISD with support through June 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Renewal of Managed Services for Career and Technology Education for the 2022 - 2023 School Year
2. Decline to Approve Renewal of Managed Services for Career and Technology Education for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Renewal of Managed Services for Career and Technology Education for the 2022 - 2023 School Year

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6399-814-999-99-427-00000

COST:

\$186,180

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

21-053 Addendum 2 (IT Consultant Service)

20-035-A Addendum 1 (Software Products) (Formerly MaeTech)

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

District - Wide

RATIONALE:

Support services for the virtual desktop environment will provide students with access to tools to complete CTE course assignments.

INFORMATION SOURCE:

Marlon Shears



Cloud Unity

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

QUOTE

ADDRESS

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

QUOTE # 220

DATE 08/25/2022

EXPIRATION DATE 11/04/2022

SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Month of October CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	1	15,515.00	15,515.00
Managed Services	Month of November CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	1	15,515.00	15,515.00
Managed Services	Month of December CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	1	15,515.00	15,515.00
Managed Services	Month of January CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds.	1	15,515.00	15,515.00
Managed Services	Month of February CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00

SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of March CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of April CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of May CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of June CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of July CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of August CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Managed Services	Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Month of September CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop	1	15,515.00	15,515.00
Consulting	Intune Planning and Design Create Azure Active Directory User Groups	1	35,000.00	35,000.00

SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
	and/or Intune Device Groups to support a production deployment			
	Configure and Register the Apple Push Notification (APN) certificate			
	Configure device enrollment for Android and Apple iOS Create configuration policies for two device profiles (iOS and Android devices)			
	Configure 2 to 3 applications per device family from their respective application store (provide knowledge transfer to FWISD staff for ongoing applications)			
	Create and Configure 2 to 3 application restriction policies and validate on client devices (provide knowledge transfer to FWISD staff for ongoing policies)			
	Demonstrate device wipe/retire functionality on mobile devices Create Wi-Fi profile and email profile for FWISD Assist in the enrollment and installation of the Intune Company Portal application for pilot devices			
	Reporting Assistance - Create Malware Status Reports and Software Inventory Reports for FWISD (provide knowledge transfer to FWISD staff for ongoing reporting)			
Discount	One-Time Customer Discount	1	-35,000.00	-35,000.00

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

TOTAL **\$186,180.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: 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

BACKGROUND:

This Memorandum of Understanding with the Principal Impact Collaborative (PIC) is a two (2) year program for an elite group of principals in the North Texas area. The goal of the program is to invest in and empower the urban principals who dedicate themselves to improving the performance of our community’s highest need schools. PIC has worked in collaboration with the Fort Worth ISD since June 2016 when its inaugural cohort of principals participated in the two (2) year program. This partnership has continued to grow with another class of principals joining the program in 2022, ending June 30, 2024.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund	199-21-6291-001-999-99-347-000000.....	\$70,000
	199-23-6499-001-999-99-417-000000.....	\$10,000

COSTS:

Year 1 - \$45,000	199-21-6291-001-999-99-347-000000.....\$40,000
	199-23-6499-001-999-99-417-000000.....\$5,000
Year 2 - \$35,000	199-21-6291-001-999-99-347-000000.....\$30,000
	199-23-6499-001-999-99-417-000000.....\$5,000

VENDOR:

UNT Dallas

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

School Leadership

RATIONALE:

PIC is an innovative two (2) year program for an elite group of North Texas area principals. Principals will develop leadership skills that support idea development, effective project management, and sustained impact. Selected principals will network and share best practices with peers and incubate and execute big ideas to drive impact on their respective campuses. In addition, school districts will retain high-performing principals who create an environment where teachers and staff want to stay and student learning thrives.

INFORMATION SOURCE:

Jerry Moore

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”), effective as of the date of execution below, is entered into by the University of North Texas at Dallas (“UNT”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school District, (“FWISD”), to support the professional development program of the Principal Impact Collaborative (“PIC”), an initiative of UNT Dallas. UNTD and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

1. Purpose

- a. Schools desire to retain high-performing principals who create an environment where teachers and staff want to stay, and where student learning thrives. Experienced principals need to be empowered and inspired to drive impact on their campuses. The principals need opportunities to re-ignite their passion for the work, connect with like-minded peers, and dedicate time to setting and executing a vision while balancing day-to-day responsibilities.
- b. The Principal Impact Collaborative is an innovative two-year program for an elite group of North Texas area principals to:
 - i. Develop leadership skills that support idea development, effective project management, and sustained impact.
 - ii. Network and share best practices with like-minded peers.
 - iii. Incubate and execute a ‘bigidea’ to drive impact on their campus.
 - iv. Mentor other principals to replicate the ‘big ideas’ on other campuses.

2. Term

- a. The Term of this Agreement shall commence on May 12, 2022 and shall end on July 30, 2024.

3. Fee

- a. FWISD agrees to pay \$5,000 per year for each participating principal in program year one, and program year two.
- b. FWISD agrees to pay for each participating principal and payment shall be made at the beginning of the program year.
 - i. Payment for program year two (2021 Cohort) is due November 1, 2022.
 - Lindsay Staros, Naomi Salas
 - ii. Payment for program year one (2022 Cohort) is due November 1, 2022.
 - Devona Burgess, Jodie Courtade, LaTonya Ordaz, Monica Ordaz, Monica Garrett, Ricardo Alvarez Uzcategui
 - iii. Payment for program year two (2022 Cohort) is due September 1, 2023.
 - Devona Burgess, Jodie Courtade, LaTonya Ordaz, Monica Ordaz, Monica Garrett, Ricardo Alvarez Uzcategui
- c. The Fee or Installment payment shall be submitted to UNTD, in accordance with the Texas Prompt Payment Act, within thirty (30) days of FWISD’s receipt of a valid invoice.
- d. The total cost of the program, for the entire Term, shall not exceed \$70,000.00.

4. FWISD Responsibilities

- a. FWISD is responsible for paying for each program participant who signs and completes the participant commitment letter. If a principal changes campuses or declines to stay in the program after the program year starts in June, FWISD shall be responsible for paying only for that program year’s fees.
- b. FWISD will strive to keep the participating principal(s) on his/her current campus for the length of the PIC program.
 - i. If the principal moves to a new campus, UNTD and FWISD will support the principal as they transition and adapt their project to the new campus.

- c. FWISD will inform each principal's direct supervisor of the PIC program and request that he/she:
 - i. Complete 3-4 PIC qualitative surveys regarding principal leadership performance, in advance of principal application to PIC and annually after the principal participates in the program.
 - ii. Attend 2-3 key program events per year, such as project kick-off (held during Summer Institute) and Spring Roadshows;
 - iii. Be available for regular check-ins (typically quarterly) with program leadership
- d. FWISD will identify a key point of contact for general program administration, who will be responsible for informing district leadership about the PIC program development, communicating district needs to the PIC program team, and that all payments are made on time as provided herein.
- e. FWISD agrees to support and drive principals' participation, including but not limited to allowing principals to attend mandatory PIC program sessions.
- f. FWISD agrees that participating principals who exceed absences allowed by the program attendance policy may be dismissed from the PIC program.
 - i. No refunds or reimbursements of annual PIC fees will be provided to FWISD if dismissed from the program mid-year. FWISD will not be responsible for the fees associated with that participant for any subsequent years.
- g. FWISD agrees that if a participating principal is removed from his/her principal position in the district, the principal may also be dismissed from the program.
 - h. No refunds or reimbursements of PIC fees will be provided to FWISD in this event. FWISD will not be responsible for the fees associated with that participant for any subsequent years.

5. UNTD Responsibilities

- a. UNTD agrees that it will not assist other districts or partner organizations in the recruitment of PIC participating principals from FWISD.
- b. UNTD agrees that it will provide between 13-17 days of high-quality professional development for participating principals per year.
- c. UNTD agrees to train participating principals with the intention of:
 - i. Developing a strong understanding of design thinking and its application to solving complex problems;
 - ii. Inspiring and enabling participating principals to be bold and innovative; and
 - iii. Equipping participating principals with greater personal leadership, decision-making, and team-building skills.
- d. UNTD agrees to provide training for each participating principal to equip him or her with the tools necessary to benefit FWISD by:
 - i. Filling an unmet local need by providing quality professional learning for an elite group of experienced principals through facilitated action learning projects;
 - ii. Increasing principal job satisfaction and retention, reducing leadership turnover costs;
 - iii. Empowering participating principals to bring their "big ideas" to life on their campuses, while respecting them as thought leaders; and
 - iv. Creating low-risk opportunities for broader impact as participating principals mentor other principals who want to replicate the participating principal's PIC project.
- e. UNTD agrees to provide personalized coaching to all participants through regular coaching calls or meetings that focus on the individual principals' leadership development and project execution.
- f. UNTD agrees to provide project management support and coaching to principals as they launch their campus project and implement it in the second year of the program.
- g. UNTD agrees to provide regular, e.g. quarterly, updates to principal supervisors and district leadership to communicate program progress, principal development topics, and opportunities to engage in the program.

- h. UNTD agrees to engage with district leadership regarding the program curriculum, to ensure the program is meeting key areas of priority for the district.

6. Confidential Information

- a. FWISD agrees that it shall not, at any time during or after the termination of this Agreement, use for itself or others, disclose or divulge to others, any trade secrets, confidential information, or any other proprietary data of UNTD or PIC (hereafter referred to collectively as "PIC Confidential Information"). In addition, the parties acknowledge that certain data will be needed to verify results and track participation in PIC programs, however, FWISD agrees to keep PIC Confidential Information confidential, and any release of PIC Confidential Information or other confidential information will only be released consistent with Texas and federal law, including the Family Educational Rights and Privacy Act (FERPA). UNTD understands and agrees that FWISD is subject to the Texas Public Information Act (TPIA) and its limited exceptions. Upon a valid request under the TPIA, FWISD will provide third party notice to UNTD but assumes no other liability. It will be the responsibility of UNTD to brief the Texas Attorney General on why the information, including the Confidential Information, should be withheld from disclosure.

7. Data Sharing

- a. To facilitate and track the outcomes of the professional development program provided by PIC, for three (3) years following the termination of this MOU, FWISD and PIC agree to the exchange of certain data related to the participating principals. The sharing of data between the Parties will be governed by the Data Sharing Agreement, hereby incorporated and made part of this Agreement as Exhibit A.

8. Governing Law

This Agreement shall be construed by and governed under the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Tarrant County, Texas.

9. Entire Agreement

- a. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOU/Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.

10. Amendment

- a. This Agreement may be modified or amended only by mutual written agreement between the Parties, if the writing is signed by the Party obligated under the amendment.

11. Severability

- a. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

12. Assignment

- a. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

13. Dispute Resolution

- a. Each Party will work together to meet the requirements of the MOU. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives of each of the parties with authority to settle the relevant dispute. At the request of either Party, a meeting or conference will be held to resolve any problems or develop improvements in the operating procedures.

14. Disclaimer

- a. UNTD AND/OR PIC MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

15. Miscellaneous

- a. To the extent allowed by law and without waiver of any immunity or defense, both Parties acknowledge and agree that neither shall be responsible for any loss, injury, or other damage to the other person or property of any employee or volunteer participating in this agreement unless such loss, injury, or damage results from the gross negligence or willful misconduct of that party, its agents, officers, or employees.
- b. This relationship is intended solely for the mutual benefit of the participating Parties, and there is no intention, expressed or otherwise, to create any rights or interests for any other Party or person.
- c. Neither Party is an agent of the other, nor has the right or authority to bind the other through its actions or any other contracts or communications.
- d. A written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by Registered or Certified Mail, or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

Bob Mong, President
University of North Texas at Dallas
7300 University Hills Blvd
Dallas, TX 75241

Jerry Moore, Chief of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107

[Signature Page Follows]



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

University of North Texas at Dallas

Bob Mong

Digitally signed by Bob Mong

Date: 2022.10.04 13:35:30

05:00'

Bob Mong, President

Date

As to Form:

Chief of Schools

Name, Title

9-30-22

Date

Fort Worth Independent School District

Tobi Jackson, Board President

Date

Angélica Ramsey, Superintendent

Date

Jerry Moore, Chief of Schools

9-30-22

Date

As to Form:

Alexander Athanason, Staff Attorney

10/20/2022

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”), effective as of the date of execution below, is entered into by the University of North Texas at Dallas (“UNT D”) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school District, (“FWISD”), to support the professional development program of the Principal Impact Collaborative (“PIC”), an initiative of UNT Dallas. UNT D and FWISD may be collectively referred to as the “Parties” or individually as a “Party.”

1. Purpose

- a. Schools desire to retain high-performing principals who create an environment where teachers and staff want to stay, and where student learning thrives. Experienced principals need to be empowered and inspired to drive impact on their campuses. The principals need opportunities to re-ignite their passion for the work, connect with like-minded peers, and dedicate time to setting and executing a vision while balancing day-to-day responsibilities.
- b. The Principal Impact Collaborative is an innovative two-year program for an elite group of North Texas area principals to:
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2. Term

- a. The Term of this Agreement shall commence on May 12, 2022 and shall end on July 30, 2024.

3. Fee

- a. FWISD agrees to pay \$5,000 per year for each participating principal in program year one, and program year two.
- b. FWISD agrees to pay for one (1) principal to participate in the two (2) year program (from 2022 to 2024).
- c. Payment for each participating principal shall be made at the beginning of the program year.
 - i. Payment for program year one (cohort 2022) is due November 1, 2022.
 - Marie-Lise Mosbeux
 - ii. Payment for program year two is due September 1, 2023.
 - Marie-Lise Mosbeux
- d. The Fee or Installment payment shall be submitted to UNTD, in accordance with the Texas Prompt Payment Act, within thirty (30) days of FWISD’s receipt of a valid invoice.
- e. The total cost of the program, for the entire Term, shall not exceed 10,000.00.

4. FWISD Responsibilities

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- a. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this MOU/Agreement. This Agreement supersedes any prior written or oral agreements between the Parties.

10. Amendment

- a. This Agreement may be modified or amended only by mutual written agreement between the Parties, if the writing is signed by the Party obligated under the amendment.

11. Severability

- a. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

12. Assignment

- a. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party.

13. Dispute Resolution

- a. Each Party will work together to meet the requirements of the MOU. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through



negotiations between representatives of each of the parties with authority to settle the relevant dispute. At the request of either Party, a meeting or conference will be held to resolve any problems or develop improvements in the operating procedures.

14. Disclaimer

- a. UNTD AND/OR PIC MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PROGRAM OR SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

15. Miscellaneous

- a. To the extent allowed by law and without waiver of any immunity or defense, both Parties acknowledge and agree that neither shall be responsible for any loss, injury, or other damage to the other person or property of any employee or volunteer participating in this agreement unless such loss, injury, or damage results from the gross negligence or willful misconduct of that party, its agents, officers, or employees.
- b. This relationship is intended solely for the mutual benefit of the participating Parties, and there is no intention, expressed or otherwise, to create any rights or interests for any other Party or person.
- c. Neither Party is an agent of the other, nor has the right or authority to bind the other through its actions or any other contracts or communications.
- d. A written notice provided under this MOU or required by law shall be deemed to have been given and received when it is sent by Registered or Certified Mail, or hand delivered to the other Party of this MOU. The official recipients of such notices shall be as follows:

Bob Mong, President
University of North Texas at Dallas
7300 University Hills Blvd
Dallas, TX 75241

Jerry Moore, Chief of Schools
Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107

[Signature Page Follows]



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

University of North Texas at Dallas

Bob Mong

Digitally signed by Bob Mong
Date: 2022.10.04 13:34:58
-05'00'

Bob Mong, President

Date

As to Form:

Chief of Schools

Name, Title

9-30-22

Date

Fort Worth Independent School District

Tobi Jackson, Board President

Date

Angélica Ramsey, Superintendent

Date

Jerry Moore, Chief of Schools

9-30-22

Date

As to Form:

Alexander Athanason, Staff Attorney

10/20/2022

Date

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND BE AN ANGEL FUND, INC. TO OFFICE AT JO KELLY SCHOOL**

BACKGROUND:

This Memorandum of Understanding (MOU) with The Be An Angel Fund, Inc. will assist the nonprofit organization to establish an office space at Jo Kelly School. The nonprofit organization assists children with multiple disabilities or profound deafness experience life at their fullest potential. The mission of Be An Angel, Inc. is to improve the quality of life for children with multiple disabilities and profound deafness by providing needed adaptive equipment and select services. The organization provides hearing aids, a wheelchair equipped van, barrier-free playgrounds, respite care, and multitude of other services. The Fort Worth Independent School District (FWISD) staff will gain knowledge of this nonprofit organization and be able to directly refer families to Be An Angel Fund, Inc. for services, equipment, through a direct contact. The initial period of this agreement shall be from the date of award through June 30, 2023, with the option to extend this agreement for five (5) additional years in one (1) year increments.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Be An Angel Fund, Inc. to Office at Jo Kelly School
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Be An Angel Fund, Inc. to Office at Jo Kelly School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Be An Angel Fund, Inc.

PURCHASING MECHANISM:

Memorandum of Agreement

Purchasing Support Documents Needed:

Not Applicable

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

Special Education Department
Jo Kelly School

RATIONALE:

Providing office space at the Jo Kelly School for the Be An Angel Fund, Inc. will allow direct access and assistance to FWISD families with children that have multiple disabilities or profound deafness.

INFORMATION SOURCE:

Marcey Sorensen

**MEMORANDUM OF UNDERSTANDING
BETWEEN ANGEL FUND, INC. AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into as of the date of execution of this MOU between Be An Angel Fund, Inc. ("Be An Angel Fund") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("District"). Angel Fund and District may be collectively referred to as the "Parties" or individually as a "Party".

WHEREAS Be An Angel Fund is a private, nonprofit 501 C 3 corporation established in Houston, Texas in December 1988; and strives to improve the quality of life for children with multiple disabilities or profound deafness by providing adaptive equipment and select services to individuals and institutions. A number of events are hosted by Be An Angel each year to not only raise funds but to also engage with our community and respected donors. The office space will be used for meeting with potential donors and recipients of donations, making calls, planning and preparing for various community events.

WHEREAS the District has agreed to provide space, specifically on the property of Jo Kelly School, a campus of the District located at 201 N. Bailey, Ft. Worth, Texas, for the operation of a program by Be An Angel Fund.

NOW, THEREFORE, in consideration of the District granting Be An Angel Fund, Inc. the right to reside in its facility at 201 N. Bailey, Ft. Worth, Texas, it is agreed that:

I. Roles and Responsibilities:

A. District:

1. District will provide a space to Be An Angel Fund solely for the operation of the Program by Be An Angel Fund ("Program Space"). The specific space that will be provided by the District for the Program is described in specific detail in Exhibit A, attached below and incorporated into this Agreement.
2. During the normal operating hours of Jo Kelly School, Be An Angel Fund, Inc., is allowed access to the Program Space and available restroom facilities and teacher kitchen areas at Jo Kelly School, if any.
3. For so long as the efficient operation of Jo Kelly School is not unreasonably interfered with, the District will allow staff and volunteers ample parking, with assurances from Be An Angel that all automobiles are covered under their own automobile insurance policies.

B. Be An Angel Fund:

1. Be An Angel Fund will use the Program Space solely for the operation of the Program.
2. Be An Angel Fund will provide all insurance responsibilities to said property including property and personal injury as provide in the Insurance Section below. Be An Angel will assume all responsibility for liability; to be solely responsible for liability; to be solely responsible for and shall promptly pay and discharge all charges, claims and liabilities which it incurs while residing on said property.
4. Be An Angel fund, Inc's mission is to enhance the lives of multiply disabled and profoundly deaf children and will from time to time tour the facilities of Jo Kelly.

5. Be An Angel shall keep the facility in a good, clean, and habitable condition, normal wear and tear excepted.
6. Be An Angel will follow the District calendar and campus operating hours.
7. Be An Angel employees and volunteers will submit and clear a background check with the District.

II. TERM

The initial term of this Agreement will begin October 1, 2022 and it shall continue in force for one year. This Agreement may be renewed in writing by both Parties for up to four (4) additional one (1) year terms. Either Party may terminate this Agreement at any time, without cause, by giving the other Party ninety (90) days written notice.

III. INDEMNIFICATION

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

IV. INSURANCE

- A. At all times during the Agreement Term, Be An Angel Fund must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:
- B. **Commercial General Liability Insurance:** Be An Angel Fund must maintain throughout the term of this Agreement Commercial General Liability Insurance for bodily injury and property damage arising from the Be An Angel Fund's services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of Be An Angel Fund, its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.
- | | |
|-----------------|-------------------------------------|
| Bodily Injury | \$500,000.00 combined single limits |
| Property Damage | \$1,000,000.00 aggregate |
- Class D Risk—large construction or service contracts above \$3,000,000.00.
- | | |
|-----------------|---------------------------------------|
| Bodily Injury | \$1,000,000.00 combined single limits |
| Property Damage | \$2,000,000.00 aggregate |
- C. **Automobile Liability Insurance:** Be An Angel Fund must maintain in force throughout the term of this Agreement, comprehensive Automobile Liability Insurance covering Be An Angel Fund and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.
- D. **Workers' Compensation/Employers' Liability:** Be An Angel Fund shall carry Workers' Compensation/Employers' Liability Insurance sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.
- E. **Professional Liability Insurance:** The Professional Liability Insurance provided by Be An Angel Fund must conform to the following requirements:
- Be An Angel Fund's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
 - If on a claims-made basis, Be An Angel Fund must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by Be An Angel Fund are, as follows:

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

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

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

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

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

- G. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to Be An Angel Fund 's Policy(ies) required under this Agreement.
- H. Upon District's request, Be An Angel Fund must furnish the District with certificates of insurance evidencing Be An Angel Fund's insurance coverage is consistent with the terms of this Agreement. Be An Angel Fund must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this Agreement and the District may terminate this Agreement without further liability to Be An Angel Fund. Additionally, Be An Angel Fund must be liable to the District for any and all damages incurred due to the Be An Angel Fund's failure to perform the agreement terms. Be An Angel Fund must name the District as an additional insured.

V. CONFIDENTIALITY

- A. Be An Angel Fund acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). Be An Angel Fund may receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Be An Angel Fund acknowledges and agrees to comply with said law and safeguard student information. Be An Angel Fund may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Be An Angel Fund must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.
- B. The Parties shall not directly or indirectly disclose (or use for any purpose other than the provision of Services to FWISD) at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information, including but not limited to: information marked as confidential in writing or orally, donor lists and prospects, contacts, financial data, business opportunities for new or developing business, plans and models,

trade secrets, personal information relating to its employees and consultants, information relating to specific schools, teachers, students or school districts, or any other information which reasonably would be known to constitute confidential or proprietary information. Any data provided by FWISD to Be An Angel Fund will be governed by the Data Sharing Agreement between the Parties, hereby attached and incorporated into this Agreement as Exhibit B.

- C. The Parties shall not, without the prior written approval, use the name or any trade name, trademark, or service mark of the other Party in press releases or in any form of advertising.

VI. LEGAL NOTICES

- A. Legal notices required under this Agreement shall be mailed to:

Be An Angel Fund
Attn:
Address 1
Address 2

- B. Legal notices required under this Agreement shall be mailed to:

Fort Worth Independent School District
Dr. Kent Scribner, Superintendent
100 N. University Drive
Fort Worth, TX 76107

With a copy to:

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

VII. CERTIFICATIONS

- A. **Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that Be An Angel Fund and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Be An Angel Fund and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.
- B. **Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Be An Angel Fund affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- C. **Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Be An Angel Fund agrees that the Agreement may be terminated if Be An Angel Fund knowingly or intentionally fails to comply with a requirement of that subchapter.
- D. **Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If Be An Angel Fund is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Be An Angel Fund verifies by submitting its proposal that, pursuant to

Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

- E. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. If Be An Angel Fund is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Be An Angel Fund verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

ELECTRONIC SIGNATURE


The Parties here agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.


In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and Be An Angel Fund, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

Agreed to by the parties on the above date by

Fort Worth Independent School District


Dr. Janice Carter
Executive Director, Special Education


Corey Golomb, Assistant Superintendent
Specialized Academic Support Services

Marcey Sorensen 09/21/2022
Dr. Marcey Sorensen
Chief Academic Officer


Alexander Athanason
Attorney

Dr. Angélica M. Ramsey
Superintendent of Schools

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: Dolores Missy Heady
Name: Dolores Missy Heady
Title: Director, Special Education

BE AN ANGEL FUND, INC.

By: M. Boone
Name: Marti Boone
Title: Executive Director

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: **APPROVE MEMORANDUM OF AGREEMENT FOR PROFESSIONAL DEVELOPMENT SESSIONS**

BACKGROUND:

This Memorandum of Understanding will help build the capacity of District educators and school staff to better support and meet the needs of immigrant and undocumented students and families. There will be three (3) part series of workshops for immigrant students and families to provide relevant information, meaningful support, and establish trusting relationships with immigrant students and families. Furthermore, there will be a four (4) part series for educators and staff in order to equip them with supporting immigrant students and families.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Agreement for Professional Development Sessions
2. Decline to Approve Memorandum of Agreement for Professional Development Sessions
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Agreement for Professional Development Sessions

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

ImmSchools

PURCHASING MECHANISM:

Memorandum of Agreement

Purchasing Support Documents Needed:

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

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

Multilingual Education Department at Student Placement Center (SPC)
Open to all District parents of Emergent Bilingual students

RATIONALE:

Fort Worth ISD has increased in the enrollment of immigrant students since last August. Immigrant families need support in order to access resources and become engaged in their children's education. Sessions will be made available virtually or in-person. The development sessions will provide access to information and resources, increasing trust between immigrant families and schools, and creating a safe and welcoming culture where all students can thrive no matter their immigration status

INFORMATION SOURCE:

Marcey Sorensen

IMMSCHOOLS
Memorandum of Agreement with
FORT WORTH INDEPENDENT SCHOOL DISTRICT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is effective on November 1, 2022 by and between **ImmSchools**, a Texas 501(c)3 non-profit organization with offices located at P.O. Box 181029 Dallas Texas 75218, and **FORT WORTH INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas located in Tarrant County a legally constituted Independent School District (“FWISD” or “the District”), each individually a “Party” and sometimes collectively referred to as the “Parties.”

PARTIES: ImmSchools and the Fort Worth Independent School District (FWISD) enter into this Memorandum of Agreement for the purpose of building the capacity of district educators and school staff to better support and meet the needs of immigrant students and families; increasing access to information and resources; increasing trust between immigrant families and schools; and thereby creating a safe and welcoming learning environment where all students can thrive no matter their immigration status.

WHEREAS, ImmSchools is a non-profit organization that works with school districts and educational organizations and entities to provide high-quality professional development and capacity building for educators and school staff who work (directly and indirectly) with immigrant students and families in K-12 and beyond.

WHEREAS, Fort Worth Independent School District desires to engage ImmSchools to perform certain services and ImmSchools desires to perform such services, pursuant to the terms and conditions as stated in this Agreement.

NOW, THEREFORE, for the mutual consideration described in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereby agree as follows:

AGREEMENT

SECTION I: SERVICES

ImmSchools will provide the following services to FWISD staff and to FWISD students and families:

- Professional and leadership development that equips FWISD teachers, school staff, and personnel, with information, resources, tools, and practices to support and better meet the needs of K-12 students who are immigrants or are part of mixed-status families.
- Workshops around Know Your Rights information in and outside of school for immigrant students and families, increasing their access and trust with FWISD.

COST OF SERVICES

Fort Worth ISD will compensate ImmSchools a total of \$0 for the delivery of services outlined in "Description of Services" listed under APPENDIX I, and for the term stated below. Costs associated with these services have been sponsored by The Rainwater Charitable Foundation.

TERM:

The term of the Agreement is November 1, 2022 (the "Effective Date") through May 2023 and is subject to annual approval by the FWISD. The term may be renewed for additional periods, after the Agreement is reviewed by both Parties for any necessary revisions, unless terminated in accordance with the provisions hereof. Revisions will be incorporated into the Agreement by way of an amendment to the Agreement, which must be signed by both Parties.

AGREEMENTS:

ImmSchools hereby agrees with Fort Worth ISD to provide, and Fort Worth hereby agrees with ImmSchools to provide the Services, in accordance with this Agreement and the General Terms and Conditions set forth in Section II: General Terms and Conditions.

SECTION II: GENERAL TERMS AND CONDITIONS

This Agreement shall be executed in accordance with the laws of the State of Texas, and all obligations of the Parties created by this Agreement, are performable in Tarrant County.

This Agreement constitutes the sole and only Agreement of the Parties to the Agreement and supersedes any prior understanding or written or oral agreements between the Parties respecting the subject matter of this Agreement.

No amendment, modification or alteration of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement and only executed by the Parties to this Agreement.

No waiver by the Parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

SECTION III: INDEMNITY

ImmSchools agrees to indemnify and hold harmless, the District, its officers, agents and employees from any and all lawsuits, claims, actions, losses, damages, claims or liability of any character, type of description, including without limitation, all expenses of litigation, including court costs and attorney's fees, resulting from the injury or death of any person, injury to any property, received or sustained by any person or persons or property, arising out of or occasioned by the negligent act or acts (whether that negligence is the sole or contributory cause of the injury death or damage) of ImmSchools, its agents or employees to the extent allowable under Texas law during the term of this agreement.

ImmSchools acknowledges the FWISD is prohibited by law from indemnifying any third party.

SECTION IV: TERMINATION

This agreement may be terminated as follows:

If either Party commits any breach of or defaults in any terms or conditions of this Agreement, including without limitation failing to maintain insurance coverage required by this Agreement, either Party may terminate this Agreement immediately upon written notice of default to the other Party.

If at any time either Party does not have the necessary current licenses, permits or rights required for the performance of its obligations under this Agreement, either Party shall have the right to cancel this Agreement immediately upon written notice to the other Party.

Either Party may terminate this Agreement, with or without cause, upon sixty (60) days prior written notice to the other Party.

SECTION V: MISCELLANEOUS PROVISIONS

The district may not assign its rights or obligations under this Agreement to a third party without the express prior written consent of ImmSchools who may withhold such consent in its sole discretion. Likewise, ImmSchools may not assign any of its obligations and responsibilities under this Agreement without the express written approval of FWISD.

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. If, for any reason, any provision or portion of any provision of this Agreement is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid and each other provision of this Agreement shall continue in full force and effect.

All notices given under this Agreement must be in writing and delivered to the respective addresses of the Parties set forth in the Agreement or to any new address provided by a Party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by facsimile, by courier or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of a facsimile), except that if notice is given by facsimile on a day that is not a regular business day of the recipient or after 5:00 p.m. on a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.

SECTION VI: REPRESENTATION

Fort Worth Independent School District represents, warrants and certifies that all information provided to ImmSchools by the District in connection with this agreement is true and correct in all respects to the best of its knowledge and belief. The execution, delivery and performance of this agreement by the district has been duly authorized, and the person executing this agreement on behalf of Fort Worth Independent School District has been duly authorized to do so.

SECTION VII: EXECUTION

This agreement may be executed in multiple counterparts, all of which shall constitute one agreement. A facsimile of an executed counterpart shall have the same effect as the original executed counterpart.

IN WITNESS WHEREOF, ImmSchools and Fort Worth Independent School District have executed this Agreement as set forth above:

ImmSchools

FWISD

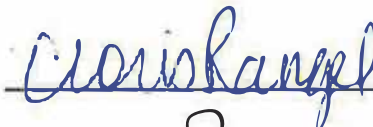
By: 

Name: Viridiana Carrizales

Title: Co-Founder & CEO

Address: P.O Box 181029
Dallas, TX 75218

 Date : 10/18/22

By: 

Name: Cloris Rangel

Title: Executive Director

Address: 999 N. University Dr.
Fort Worth, TX 76114

 10/19/2022

Marcey Sorensen
Dr. Marcey Sorensen
Chief Academic Officer

APPENDIX I

Proposal for Scope and Sequence for FWISD Bilingual/ESL Department

About ImmSchools

ImmSchools is an immigrant-led 501(c)3 nonprofit organization that partners with educators and community leaders to ensure schools are safe and welcoming learning environments for immigrant students and mixed-status families. As part of its programming, ImmSchools partners with school districts and schools to build the leadership capacity of educators and school staff in order to address the holistic needs of immigrant students in our schools. Through this proposed partnership with FWISD, we will bring forward tailored programming, engage in coaching calls with district staff and collaborate on establishing school partnerships that focus on transforming the school learning environment.

All sessions proposed in this proposal will be sponsored by the Rainwater Charitable Foundation.

School Partnership Overview:

At the start of each partnership, participating schools and/or departments select a “School Team”, composed of a senior administrator, teacher, and school counselor that will lead the work. Each year, ImmSchools and the School Team collaborate to assess the current school learning-environment, select a focus area, develop a plan and tailor a schedule of training and coaching hours.

Length & Content: Our sessions are generally 90 minute to two-hour interactive workshops and a series of 3-6 sessions that incorporate small and large group discussions, reflection, and group activities that allow participants to put their learning into practice. They are customized for the audience (i.e. our approach is differentiated for region, teacher, administrators, school staff and students and families). The audience number may vary from a minimum of 25 to a maximum of 100 participants.

COVID-19 Update: In response to COVID-19, our sessions have been modified to be delivered virtually, in a hybrid manner or in person with COVID-19 precautions. All of ImmSchools staff is required to be fully vaccinated for COVID-19, unless a reasonable accommodation is approved or as otherwise required by law.

For hybrid spaces, while our team’s preferred platform is Zoom, we work closely with our partners to identify platforms that are best suited for their school community.

Proposed Services & Timeline:

First Phase of Partnership: Identifying Schools & Training School Teams

In this first initial phase, ImmSchools will work closely with FWISD and school leadership to identify a maximum of two (2) schools and/or department teams, two school teams, and training that supports their development of a safe and welcoming plan in the focus area selected by each school or department. The proposed timeline for the first phase of the partnership is November 2022- May 2023.

Identify Participating Schools & Create School Teams

FIWSD will work closely with ImmSchools team to identify a maximum of two schools and/or district departments.

Training of School Team

Each school or department will select a School Team who will engage in 6 training sessions during which they will collaborate to assess the school learning-environment, identify a focus area, develop a plan of implementation and tailor a schedule of sessions, school visits and coaching hours based on the respective focus area.

Second Phase of Partnership: Executing Plan on School Focus Areas

Through an assessment from ImmSchools and the School Team, a minimum of one focus area will be identified each school year. The four focus areas can be found below alongside a short description of each respective intervention. The proposed timeline for the second phase of partnership is November 2022- May 2023.

- Administrative Action
- Educator Preparedness
- Student Engagement
- Family Engagement

Focus Area: Administrative Action

Developing school administrators’ understanding of policies and implementation strategies within their respective schools.

Interventions:

Coaching Support	Audience	Length of Meeting
<ul style="list-style-type: none"> ● Three (3) support and coaching meetings with school leadership and school teams to discuss partnership progress and develop and implement key school practices and 	School Admin School Team	60-minute/meeting

resource allocation to support said practices

Focus Area: Educator Preparedness

Building awareness and strategies to implement best practices for educators on how to support the unique needs of immigrant students and mixed status families. It is recommended that all educators engage in all training; if further differentiation is needed all educator staff can participate in at least the foundational session, with the training targeted teachers and post-secondary access for teachers and school counselors.

Interventions:

Professional Development Sessions	Audience	Length of Session
Three (3) sessions* including: <ul style="list-style-type: none"> ● Foundational Training ● Supportive Learning Environment ● Post-Secondary Access 	Teachers Counselors School Staff	90-minute/session

Coaching Support	Audience	Length of Session
<ul style="list-style-type: none"> ● Three (3) coaching and implementation problem solving support meetings 	Teachers Counselors School Staff School Admin	30-minute/session

Focus Area: Student Engagement

Fostering the existing leadership of immigrant students by providing them access to key educational and immigration resources and strategies on how they can engage further in their school community and access post-secondary opportunities. ImmSchools will work closely with the school team to ensure students selected to participate align the goals of their school plan and this intervention. These sessions are available in English and Spanish with potential languages available per school community’s translation/interpretation needs and capacity.

Interventions:

Workshops	Audience	Length of Session
<ul style="list-style-type: none"> ● Three (3) school-based workshops focused on legal and educational 	Students	60-minute/session

rights and resources and post-secondary options <ul style="list-style-type: none"> ● Four (4) community-based workshops covering immigration and education related topics 		
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Focus Area: Family Engagement

Promoting the engagement of immigrant family members by providing them access to key educational and immigration resources and strategies on how they can engage further in their school community. ImmSchools will work closely with the school team to ensure family members selected to participate align to the goals of their school plan and this intervention. These sessions are available in English and Spanish with potential languages available per school community’s translation/interpretation needs and capacity.

Interventions:

Workshops	Audience	Length of Session
<ul style="list-style-type: none"> ● Three (3) school-based workshops focused on legal and educational rights and resources and post-secondary options ● Four (4) community-based workshops covering immigration and education related topics 	Family Members	60-minute/session

Third Phase of Partnership: Ongoing Support Meetings & Evaluation

Our ImmSchools team will meet with School Teams at least 3 times during the school year. We aim for at least two of these visits to be an in-person visit to your school. The first meeting will occur at the beginning of the year, the second at the middle of the year and another at the end of the year. These visits will be to meet closely with the school team to first finalize and coordinate the focus areas, track progress on these areas and finally evaluate the progress of the year based on ImmSchools Safe and Welcoming Schools Rubric. The proposed timeline for the third phase of the partnership is November 2022 - May 2023.

Interventions:

Support Meetings	Audience	Length of Session
<ul style="list-style-type: none"> ● Three (3) meetings (2 of which will be school visits) tracking the progress of the focus area and plan for implementation 	School Teams & Administrators	60-minute/ meetings

Summary of Services for SY 2022-2023

- **School/District Support:**
 - FWISD will identify 2 priority campuses/departments
 - FWISD will create 2 School Teams or district departments who will get trained and support the work in the schools.
 - ImmSchools will work closely with the School Team to identify the focus area for each school and/or department.
 - Provide services related to the chosen focus area .
 - ImmSchools will own translation of materials used in sessions conducted by ImmSchools. The materials can be translated in the following languages: Spanish, Vietnamese, Mandarin, Haitian Creole, Pashto, Arabic, Bengali, Korean, Urdu, French. In-person sessions can be conducted in Spanish and English.

Project/MOU Contact

Lorena Tule-Romain

(214)729-6498

lorena@immschools.org

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: 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

BACKGROUND:

This Memorandum of Understanding (MOU) between TEXO Association and Fort Worth ISD (FWISD) will allow students to test on site and receive National Center for Construction Education and Research Credentials (NCCER) credentials while enrolled in high school. The construction programs in Fort Worth Independent School District (FWISD) reside at Diamond Hill-Jarvis High School, Trimble Technical High School, and O.D. Wyatt High School and provide students the opportunity to focus on Construction Technology, Electrical Technology, and Cabinetry and Mill Technology. Students learn through the use of NCCER materials.

The NCCER curriculum and credentials are a result of over 100 construction executives, various associations, and academic leaders working to standardize training and credentialing for the industry. The progressive program has evolved into specialty areas, providing opportunities in 70 craft areas and a complete series of more than 70 assessments offered in locations across the United States. NCCER develops standardized construction and maintenance curriculum and assessments with portable credentials. These credentials are tracked through NCCER's Registry System that allows organizations and companies to track the qualifications of their craft professionals and/or check the qualifications of possible new hires. NCCER's Registry System also assists craft professionals by maintaining their records in a secure database.

The Career and Technical Education Department funds the sponsorships, fees, professional development, tests, and supplies. During the 2021 - 2022 school year, a Purchase Order (PO) for NCCER exams for all (3) three schools was generated. As students tested, TEXO was supposed to bill for the exams taken and it would be charged against that PO. However, once the PO was created, TEXO was paid the full amount of the PO instead of the monthly increments as was done in the previous year. The PO was written to make sure that all possible exams that could be taken were covered so there would be no after the fact memo to justify the funding. This resulted in a balance for this year of \$12,182.00 from PO 82205892-000. TEXO has a new program fee schedule as described in the MOU. There is a flat program fee per school and a student subscription fee per student in each testing area. All costs will be up front and there will no longer be a separate fee per test as in the previous year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. 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
2. Decline to 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
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6499-001-004-22-221-000000.....	\$2,100
	199-11-6499-001-011-22-221-000000.....	\$6,785
	199-11-6499-001-016-22-221-000000.....	\$1,650

COST:

Not-to-Exceed - \$10,535

VENDOR:

TEXO Association

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

Diamond Hill-Jarvis High School
Trimble Tech High School
O.D. Wyatt High School

RATIONALE:

To ensure Fort Worth ISD students are college and career ready, students are provided industry-recognized curriculum and opportunities to become credentialed. The MOU between TEXO and FWISD will ensure construction students can receive these opportunities.

INFORMATION SOURCE:

David Saenz



This Memorandum of Understanding (MOU) is created and entered into by and between TEXO ABC AGC, Inc., a Texas not-for-profit corporation located at 11101 N Stemmons FWY, Dallas, Texas 75229, and Diamond Hill-Jarvis High School- Fort Worth ISD 1411 Maydell Fort Worth, TX 76106. TEXO and Diamond Hill-Jarvis High School may be referred to collectively as "TEXO" and individually as "Training Unit." The Parties enter this Memorandum of Understanding for the purpose of providing national credentialed craft training, safety, and certifications through the National Center for Construction Education and Research (NCCER) training process and Registry under the following terms and conditions:

Cost Quote Associated with NCCER Accredited Program Facilitation:

Accredited Training Unit set up is a one-time fee of \$500.00 to TEXO.

Accredited Training Unit annual sponsorship program fee to be calculated by the attached tier pricing schedule per school year term (August 2022 – May 19, 2023).

Charges for the NCCER assessments for Students will be a subscription fee of \$45.00 per student per school year term for each NCCER Course of instruction enrolled. (August 2022 – May 19, 2023). To include the cap of 5 retake assessments per course.

Each *newly* approved Training Unit Instructor must attend the required NCCER Instructor Certification Training Program, through the Learning Management System offering with NCCER the fees associated and/or in-person course at \$495.00 per instructor through the Accredited Training Sponsor.

All NCCER Curriculum will be purchased from Pearson directly or through NCCERconnect.

TEXO ABC, AGC NCCER ATS Sponsor Responsibilities:

TEXO Sponsor Representative or approved Administrator will do the following:

- Visit and conduct an initial audit of the Training Unit- Diamond Hill-Jarvis High School. Per the NCCER Accreditation Guidelines, this audit will ensure:
 - There is appropriate classroom and lab space. Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program.

- The appropriate equipment/materials are available for (hands-on) performance training and testing. Required by the NCCER Craft Curriculum Manuals and Performance Evaluation Sheet.
- NCCER curriculum (that is not expired) is available for instructors and trainees.
- Instructors have the appropriate resources for instruction (i.e., lesson plans, PowerPoints, performance profiles etc.).
- There are devices (computers/tablets) available for conducting online module testing in the NCCER Testing System.
- Assist Training Unit- Diamond Hill-Jarvis High School in registration of the training location in the Registry System (once audited and approved).
- Audit the Training Unit at least once every 3 years after their initial audit.
- Provide instructor, curriculum performance evaluator and curriculum proctor training and certification if needed. All certified personnel will be submitted to TEXO via Submission of Curriculum Certification Reporting in the Registry.
- Conduct evaluations of certified personnel once with in the first year of training and at least once every 3 years thereafter.
- Ensure that certified individuals are appropriately affiliated with the Training Unit are in the registry system.
- Provide all certified personnel with oversight, guidance, and resources on the testing system.
- Ensure all certified personnel are given permission under the Training Unit are in the testing system.
- Provide training to all certified personnel on NCCER recordkeeping requirements.

Training Unit Diamond Hill-Jarvis High School Responsibilities:

To fulfill the requirements of this MOU, Training Unit- Diamond Hill-Jarvis High School will:

- As part of the initial NCCER Instructor certification process, Diamond Hill-Jarvis High School will provide resumes to TEXO of all instructors and/or performance evaluators utilizing the NCCER standardize training process.
- Allow the Sponsor Representative or appointed Administrator from TEXO to audit the training location as outlined above
- Register the training location (once audited and approved) as a Training Unit under TEXO ABC, AGC, Inc. in the registry system
- Allow and participate in audits as required by NCCER Guidelines and outlined above
- Provide TEXO resumes/documentation for instructors and curriculum performance evaluators for certification purposes
- Ensure Instructors, Curriculum Performance Evaluators and Curriculum Proctors participate in certification training
- Ensure certified personnel participate in evaluations as required by NCCER Guidelines and outlined above

- Ensure instructors and curriculum performance evaluators maintain their NCCER certification by providing opportunities for teaching, testing and performance evaluating trainees
- Provide the following as outlined above:
 - Adequate classroom and lab space. Reference the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program and the State classroom requirements.
 - Adequate space and equipment for module testing (i.e., computer lab, tablets etc.). Reference the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program and any State classroom requirements.
 - Appropriate equipment and materials for (hands-on) performance training and testing. Required by the NCCER Craft Curriculum Manuals and Performance Evaluation Sheet.
 - NCCER curriculum (that is not expired) for instructors and trainees.
 - Instructor resources (i.e., lesson plans, PowerPoints, performance profiles, etc.).
 - Devices (computers/tablets) for online module testing in the NCCER Testing System.
- Use the NCCER Testing System for all module testing.
- Ensure the testing system setup matches the version of curriculum being taught
- Maintain all training documentation (registration & release forms and completed performance profiles) in a locked file cabinet or electronically on a secure server for at least 3 years for audit purposes
- Ensure that paper tests are not used as practice or pre-tests
- Arrange for payment of any fees assessed by TEXO ABC, AGC for their administration of this partnership
- Payment for services is due pursuant to this MOU upon receipt of invoice and payable in U.S. dollars within thirty (30) days of the invoice date without deduction of any kind.

Other Conditions:

Neither the TEXO nor Training Unit - Diamond Hill-Jarvis High School will change any condition of this MOU without informing the other partner. A minimum of 30 days' notice is required as well as a discussion of the ramifications of the change to the mutual benefit and agreement of each other.

At any time either partner may notify the other with 30 days advance notice that their ability to continue with the conditions noted in this MOU will no longer be beneficial and the dissolution of this MOU would be required. In those cases, each partner would be responsible for their own investment of time, talent and funds expended or committed to date of the dissolution.



Agreed upon this 13th day of September 2022



TEXO ABC, AGC Inc.
Kim-Marie Espinosa
Title: Director of Safety
TEXO The Construction Association ABC, AGC

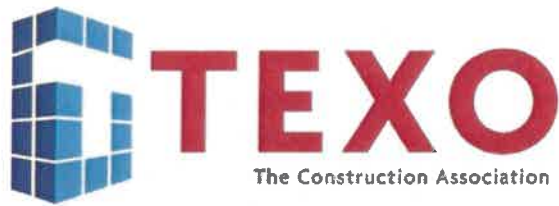


Training Unit- Diamond Hill-Jarvis High School
Training Unit Representative
Title: Daphne Rickard, Executive Director
Career & Technical Education
Fort Worth Independent School District

Attachment A:

Program Fee Schedule

50 or less Students- Program Sponsorship Fee	\$300.00 School Year Term
51 -100 Students- Program Sponsorship Fee	\$500.00 School Year Term
101-500 Students Program Sponsorship Fee	\$800.00 School Year Term
501 plus Students Program Sponsorship Fee	\$1000.00 School Year Term
Audit Fee plus IRS approved mileage rate	\$495.00 each 3 years



This Memorandum of Understanding (MOU) is created and entered into by and between TEXO ABC AGC, Inc., a Texas not-for-profit corporation located at 11101 N Stemmons FWY, Dallas, Texas 75229, and O.D. Wyatt High School - Fort Worth ISD 2400 E. Seminary Fort Worth, TX 76119. TEXO and O.D. Wyatt High School may be referred to collectively as "TEXO" and individually as "Training Unit." The Parties enter this Memorandum of Understanding for the purpose of providing national credentialed craft training, safety, and certifications through the National Center for Construction Education and Research (NCCER) training process and Registry under the following terms and conditions:

Cost Quote Associated with NCCER Accredited Program Facilitation:

Accredited Training Unit set up is a one-time fee of \$500.00 to TEXO.

Accredited Training Unit annual sponsorship program fee to be calculated by the attached tier pricing schedule per school year term (August 2022 – May 19, 2023).

Charges for the NCCER assessments for Students will be a subscription fee of \$45.00 per student per school year term for each NCCER Course of instruction enrolled. (August 2022 – May 19, 2023). To include the cap of 5 retake assessments per course.

Each *newly* approved TU Instructor must attend the required NCCER Instructor Certification Training Program, though the Learning Management System offering with NCCER the fees associated and/or in-person course at \$495.00 per instructor through the Accredited Training Sponsor.

All NCCER Curriculum will be purchased from Pearson directly or through NCCERconnect.

TEXO ABC, AGC NCCER ATS Sponsor Responsibilities:

TEXO Sponsor Representative or approved Administrator will do the following:

- Visit and conduct an initial audit of the Training Unit- O.D. Wyatt High School. Per the NCCER Accreditation Guidelines, this audit will ensure:
 - There is appropriate classroom and lab space. Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program.

- NCCER curriculum (that is not expired) is available for instructors and trainees.
 - Instructors have the appropriate resources for instruction (i.e., lesson plans, PowerPoints, performance profiles etc.).
 - There are devices (computers/tablets) available for conducting online module testing in the NCCER Testing System.
- Assist Training Unit- O.D. Wyatt High School in registration of the training location in the Registry System (once audited and approved).
 - Audit the Training Unit at least once every 3 years after their initial audit.
 - Provide instructor, curriculum performance evaluator and curriculum proctor training and certification if needed. All certified personnel will be submitted to TEXO via Submission of Curriculum Certification Reporting in the Registry.
 - Conduct evaluations of certified personnel once with in the first year of training and at least once every 3 years thereafter.
 - Ensure that certified individuals are appropriately affiliated with the Training Unit are in the registry system.
 - Provide all certified personnel with oversight, guidance, and resources on the testing system.
 - Ensure all certified personnel are given permission under the Training Unit are in the testing system.
 - Provide training to all certified personnel on NCCER recordkeeping requirements.

Training Unit O.D. Wyatt High School Responsibilities:

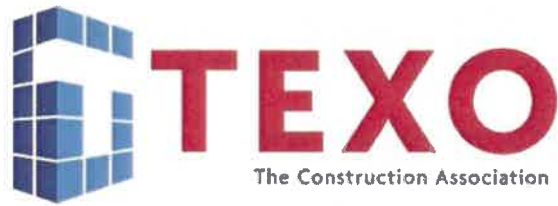
To fulfill the requirements of this MOU, Training Unit- O.D. Wyatt High School will:

- As part of the initial NCCER Instructor certification process, O.D. Wyatt High School will provide resumes to TEXO of all instructors and/or performance evaluators utilizing the NCCER standardize training process
- Allow the Sponsor Representative or appointed Administrator from TEXO to audit the training location as outlined above
- Register the training location (once audited and approved) as a Training Unit under TEXO ABC, AGC, Inc. in the registry system
- Allow and participate in audits as required by NCCER Guidelines and outlined above
- Provide TEXO resumes/documentation for instructors and curriculum performance evaluators for certification purposes
- Ensure Instructors, Curriculum Performance Evaluators and Curriculum Proctors participate in certification training
- Ensure certified personnel participate in evaluations as required by NCCER Guidelines and outlined above

- Ensure instructors and curriculum performance evaluators maintain their NCCER certification by providing opportunities for teaching, testing and performance evaluating trainees
- Provide the following as outlined above:
 - Adequate classroom and lab space. Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program or any State classroom requirements.
 - Adequate space and equipment for module testing (i.e., computer lab, tablets etc.). Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program or any State classroom requirements.
 - Appropriate equipment and materials for (hands-on) performance training and testing. Required by the NCCER Craft Curriculum Manuals and Performance Evaluation Sheet.
 - NCCER curriculum (that is not expired) for instructors and trainees.
 - Instructor resources (i.e., lesson plans, PowerPoints, performance profiles, etc.).
 - Devices (computers/tablets) for online module testing in the NCCER Testing System.
- Use the NCCER Testing System for all module testing.
- Ensure the testing system setup matches the version of curriculum being taught
- Maintain all training documentation (registration & release forms and completed performance profiles) in a locked file cabinet or electronically on a secure server for at least 3 years for audit purposes
- Ensure that paper tests are not used as practice or pre-tests
- Arrange for payment of any fees assessed by TEXO ABC, AGC for their administration of this partnership
- Payment for services is due pursuant to this MOU upon receipt of invoice and payable in U.S. dollars within thirty (30) days of the invoice date without deduction of any kind.

Other Conditions:

Neither the TEXO nor Training Unit - O.D. Wyatt High School will change any condition of this MOU without informing the other partner. A minimum of 30 days' notice is required as well as a discussion of the ramifications of the change to the mutual benefit and agreement of each other. At any time either partner may notify the other with 30 days advance notice that their ability to continue with the conditions noted in this MOU will no longer be beneficial and the dissolution of this MOU would be required. In those cases, each partner would be responsible for their own investment of time, talent and funds expended or committed to date of the dissolution.



Agreed upon this 13th day of September 2022

A handwritten signature in black ink that reads "Kim-Marie Espinosa".

TEXO ABC, AGC Inc.
Kim-Marie Espinosa
Title: Director of Safety
TEXO The Construction Association ABC, AGC

Handwritten initials "DR" in blue ink.

Training Unit- O.D. Wyatt High School
Training Unit Representative
Title: Daphne Rickard, Executive Director
Career & Technical Education
Fort Worth Independent School District

Attachment A:

Program Fee Schedule

50 or less Students- Program Sponsorship Fee	\$300.00 School Year Term
51 -100 Students- Program Sponsorship Fee	\$500.00 School Year Term
101-500 Students Program Sponsorship Fee	\$800.00 School Year Term
501 plus Students Program Sponsorship Fee	\$1000.00 School Year Term
Audit Fee plus IRS approved mileage rate	\$495.00 each 3 years



This Memorandum of Understanding (MOU) is created and entered into by and between TEXO ABC AGC, Inc., a Texas not-for-profit corporation located at 11101 N Stemmons FWY, Dallas, Texas 75229, and Trimble Tech High School - Fort Worth ISD 1004 W. Cannon Fort Worth, TX 76104. TEXO and Trimble Tech School may be referred to collectively as "TEXO" and individually as "Training Unit." The Parties enter this Memorandum of Understanding for the purpose of providing national credentialed craft training, safety, and certifications through the National Center for Construction Education and Research (NCCER) training process and Registry under the following terms and conditions:

Cost Quote Associated with NCCER Accredited Program Facilitation:

Accredited Training Unit set up is a one-time fee of \$500.00 to TEXO.

Accredited Training Unit annual sponsorship program fee to be calculated by the attached tier pricing schedule per school year term (August 2022 – May 19, 2023).

Charges for the NCCER assessments for Students will be a subscription fee of \$45.00 per student per school year term for each NCCER Course of instruction enrolled. (August 2022 – May 19, 2023). To include the cap of 5 retake assessments per course.

Each *newly* approved Training Unit Instructor must attend the required NCCER Instructor Certification Training Program, though the Learning Management System offering with NCCER the fees associated and/or in-person course at \$495.00 per instructor through the Accredited Training Sponsor.

All NCCER Curriculum will be purchased from Pearson directly or through NCCERconnect.

TEXO ABC, AGC NCCER ATS Sponsor Responsibilities:

TEXO Sponsor Representative or approved Administrator will do the following:

- Visit and conduct an initial audit of the Training Unit- Trimble Tech High School.
- Per the NCCER Accreditation Guidelines, this audit will ensure:
 - There is appropriate classroom and lab space. Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program.

- The appropriate equipment/materials are available for (hands-on) performance training and testing. Required by the NCCER Craft Curriculum Manuals and Performance Evaluation Sheet.
 - NCCER curriculum (that is not expired) is available for instructors and trainees.
 - Instructors have the appropriate resources for instruction (i.e., lesson plans, PowerPoints, performance profiles etc.).
 - There are devices (computers/tablets) available for conducting online module testing in the NCCER Testing System.
- Assist Training Unit- Trimble Tech High School in registration of the training location in the Registry System (once audited and approved).
 - Audit the Training Unit at least once every 3 years after their initial audit.
 - Provide instructor, curriculum performance evaluator and curriculum proctor training and certification if needed. All certified personnel will be submitted to TEXO via Submission of Curriculum Certification Reporting in the Registry.
 - Conduct evaluations of certified personnel once with in the first year of training and at least once every 3 years thereafter.
 - Ensure that certified individuals are appropriately affiliated with the Training Unit are in the registry system.
 - Provide all certified personnel with oversight, guidance, and resources on the testing system.
 - Ensure all certified personnel are given permission under the Training Unit are in the testing system.
 - Provide training to all certified personnel on NCCER recordkeeping requirements.

Training Unit Trimble Tech High School Responsibilities:

To fulfill the requirements of this MOU, Training Unit- Trimble Tech High School will:

- As part of the initial NCCER Instructor certification process, O.D. Wyatt High School will provide resumes to TEXO of all instructors and/or performance evaluators utilizing the NCCER standardize training process.
- Allow the Sponsor Representative or appointed Administrator from TEXO to audit the training location as outlined above
- Register the training location (once audited and approved) as a Training Unit under TEXO ABC, AGC, Inc. in the registry system
- Allow and participate in audits as required by NCCER Guidelines and outlined above
- Provide TEXO resumes/documentation for instructors and curriculum performance evaluators for certification purposes
- Ensure Instructors, Curriculum Performance Evaluators and Curriculum Proctors participate in certification training

- Ensure certified personnel participate in evaluations as required by NCCER Guidelines and outlined above
- Ensure instructors and curriculum performance evaluators maintain their NCCER certification by providing opportunities for teaching, testing and performance evaluating trainees
- Provide the following as outlined above:
 - Adequate classroom and lab space. Referenced in the Administrative and Classroom Management Module of the NCCER Instructor Certification Training Program and the State classroom requirements.
 - Adequate space and equipment for module testing (i.e., computer lab, tablets etc.). NCCER Instructor Certification Training Program and any States classroom requirements.
 - Appropriate equipment and materials for (hands-on) performance training and testing. Required by the NCCER Craft Curriculum Manuals and Performance Evaluation Sheet.
 - NCCER curriculum (that is not expired) for instructors and trainees.
 - Instructor resources (i.e., lesson plans, PowerPoints, performance profiles, etc.).
 - Devices (computers/tablets) for online module testing in the NCCER Testing System.
- Use the NCCER Testing System for all module testing.
- Ensure the testing system setup matches the version of curriculum being taught
- Maintain all training documentation (registration & release forms and completed performance profiles) in a locked file cabinet or electronically on a secure server for at least 3 years for audit purposes
- Ensure that paper tests are not used as practice or pre-tests
- Arrange for payment of any fees assessed by TEXO ABC, AGC for their administration of this partnership
- Payment for services is due pursuant to this MOU upon receipt of invoice and payable in U.S. dollars within thirty (30) days of the invoice date without deduction of any kind.

Other Conditions:

Neither the TEXO nor Training Unit - Trimble Tech High School will change any condition of this MOU without informing the other partner. A minimum of 30 days' notice is required as well as a discussion of the ramifications of the change to the mutual benefit and agreement of each other. At any time either partner may notify the other with 30 days advance notice that their ability to continue with the conditions noted in this MOU will no longer be beneficial and the dissolution of this MOU would be required. In those cases, each partner would be responsible for their own investment of time, talent and funds expended or committed to date of the dissolution.



Agreed upon this 14th day of September 2022



TEXO ABC, AGC Inc.

Kim-Marie Espinosa

Title: Director of Safety

TEXO The Construction Association ABC, AGC



Training Unit- Trimble Tech High School

Training Unit Representative

Title: Daphne Rickard, Executive Director

Career & Technical Education

Fort Worth Independent School District

Attachment A:

Program Fee Schedule

50 or less Students- Program Sponsorship Fee	\$300.00 School Year Term
51 -100 Students- Program Sponsorship Fee	\$500.00 School Year Term
101-500 Students Program Sponsorship Fee	\$800.00 School Year Term
501 plus Students Program Sponsorship Fee	\$1000.00 School Year Term
Audit Fee plus IRS approved mileage rate	\$495.00 each 3 years



TEXO ABC AGC INC

DATE: 09/08/2022

11101 N Stemmons Fwy
 Dallas, TX 75229-4530
 Phone 972-647-0697

TO: Stephen Szyndler
 Ed.D. Coordinator Career & Technical
 Education Department
 Diamond Hill-Jarvis High School
 1411 Maydell Fort Worth, TX 76106
 Fort Worth ISD

Regarding: NCCER- Sponsorship Fee- NCCER Course Assessment Fees
 Diamond Hill-Jarvis High School

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
	Annual Sponsorship Fee for Tier level 50 or Less Students	22-23 Term	1ea	\$300.00	\$300.00
	Student Assessment Subscription Fee for NCCER Core Curriculum Only	22-23 Term	40	\$45	\$1800.00
					\$2100.00
PO 82205892-000		Balance	\$3747.00		
				Remaining	\$1647.00

Please send purchase orders to Kim Espinosa at kim@texoassociation.org. Thank you!



TEXO ABC AGC INC

DATE: 09/08/2022

11101 N Stemmons Fwy
 Dallas, TX 75229-4530
 Phone 972-647-0697

TO: Stephen Szyndler
 Ed.D. Coordinator Career & Technical
 Education Department
 OD Wyatt High School
 2400 E. Seminary
 Fort Worth, TX 76119
 Fort Worth ISD

Regarding: NCCER- Sponsorship Fee- NCCER Course Assessment Fees
 OD Wyatt High School

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
	Annual Sponsorship Fee for Tier level 50 or less Students	22-23 Term	1ea	\$300.00	\$300.00
	Student Assessment Subscription Fee for NCCER Core Curriculum Only-Mills	22-23 Term	30	\$45	\$1350.00
					\$1650.00
PO 82205892-000		Balance	\$5397.00		
		Remaining	\$3747.00		

Please send purchase orders to Kim Espinosa at kim@texoassociation.org. Thank you!



TEXO ABC AGC INC

DATE: 09/08/2022

11101 N Stemmons Fwy
 Dallas, TX 75229-4530
 Phone 972-647-0697

TO: Stephen Szyndler
 Ed.D. Coordinator Career & Technical
 Education Department
 Green B. Trimble Tech High School
 1004 W. Cannon
 Fort Worth, TX 76104
 Fort Worth ISD

Regarding: NCCER- Sponsorship Fee- NCCER Course Assessment Fees
 Green B. Trimble Tech

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
	Annual Sponsorship Fee for Tier level 101-500	22-23 Term	1ea	\$800.00	\$800.00
	Student Assessment Subscription Fee for NCCER Core Curriculum Only -Flink	22-23 Term	30	\$45	\$1350.00
	Student Assessment Subscription Fee for NCCER Construction Technology 1 Only-Flink	22-23 Term	40	\$45	\$1800.00
	Student Assessment Subscription Fee for NCCER Carpentry Level 1 Only-Flink	22-23 Term	20	\$45	\$900.00
	Student Assessment Subscription Fee for NCCER Core Curriculum Only -Cope	22-23 Term	30	\$45	\$1350.00
	Student Assessment Subscription Fee for NCCER Electrical Curriculum Only -Cope	22-23 Term	13	\$45	\$585.00
					\$6785.00
	PO 82205892-000	Balance			
		\$12,182.00			
				Remaining \$5397.00	

Please send purchase orders to Kim Espinosa at kim@texoassociation.org. Thank you!

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE LETTER OF AGREEMENT BETWEEN FORT WORTH
INDEPENDENT SCHOOL DISTRICT AND CHALLENGE OF TARRANT
COUNTY FOR PARENT ACADEMY STIPENDS**

BACKGROUND:

The COVID-19 pandemic continues to disrupt the lives of students and their families. The Parent Partnerships Department works to connect families with much-needed resources so that their circumstances do not impact the academic achievement of their children. Local nonprofit Challenge of Tarrant County has agreed to provide funding for stipends for existing Parent Partnerships staff to create and provide social-emotional themed classes for parents to mitigate the effects of the pandemic, outside of staff contract hours. At least six (6) classes will be presented per region during the fall 2022 and spring 2023 semester. The stipends will be paid at the end of the spring semester. The agreement is effective upon signature, and services will not be required after August 31, 2023.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Letter of Agreement Between Fort Worth Independent School District and Challenge of Tarrant County for Parent Academy Stipends
2. Decline to Approve Letter of Agreement Between Fort Worth Independent School District and Challenge of Tarrant County for Parent Academy Stipends
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Challenge of Tarrant County

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

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

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

Parent Partnerships
District-Wide

RATIONALE:

Classes are needed to mitigate the effects of the ongoing COVID-19 pandemic and will be provided to parents by existing staff at no cost to the District. Funds for stipends will be provided by Challenge of Tarrant County.

INFORMATION SOURCE:

Cherie Washington



LETTER OF AGREEMENT

Between

**Challenge of Tarrant County and the
Fort Worth Independent School District**

This Letter of Agreement (hereinafter referred to as "Agreement") is made and entered into by and among Challenge of Tarrant County, (herein after referred to as the "Lead Agency" involved in the Health and Human Services Commission - Community Coalition Partnership COVID Relief Funding Project) and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as "Partner Agency" or "District"). Lead Agency and Partner Agency may be collectively referred to as the "Parties" or individually as a "Party".

I. Purpose.

The Lead Agency and the Partner Agency agree to cooperatively implement the Texas Health and Human Services ("HHSC") Community Coalition Partnership (CCP) Covid Relief Funding Project. The primary emphasis for the project is the reduction of stress and remediation of trauma among youth and adults due to the pandemic.

Activities of this project will focus on the creation and implementation of Parent Academy classes for parents and caregivers of students enrolled in Partner Agency schools across the District who are struggling since the pandemic. These classes will be taught by existing District staff and will cover a variety of topics to assist in reducing parent stress levels by empowering them with knowledge regarding much-needed school and community resources, identifying career and vocational options available within the District to help at-risk and truant students reengage in attending the District, and assisting parents in addressing social and emotional learning needs of their students. Additionally, Family Engagement/Parent Academy courses will be implemented at the elementary school pyramids for parents with younger students with a greater focus on Social Emotional Learning ("SEL") so parents feel better equipped to meet their child's mental health needs.

II. The Lead Agency agrees to provide the Partner Agency with the following:

- A. Fiscal oversight and compliance with contract reporting as required by HHSC
- B. Funding in the amount of \$25,000 for the period of 09/01/2022 through 05/31/2023 for use in securing staff to teach the Parent Academy/Family Engagement sessions to an estimated 350 adults.
- C. Technical assistance in the development of any marketing material or implementation of sessions.

III. The Partner Agency agrees to provide the Lead Agency with the following:

- A. Performance Measures: Partner Agency will provide the Lead Agency with the HHSC required

contractual reporting information by the 10th of each month. This reporting information includes:

- How many sessions were held each month;
- How many parents or caregivers were in attendance at each session;
- The topic of each session;
- Relevant demographics of those attending each session; (see attachment A)
- Post Session evaluation from participants

IV. Term & Termination.

This Agreement shall begin when it is fully executed by both Parties and shall continue until May 31, 2023. This Agreement may be terminated immediately, at any time and for any reason, by either Party with written notice to the other Party

V. Governing Law and Venue.

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

VI. Modification.

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

VII. Miscellaneous Provisions.

- A. Parties to this Agreement will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. In the performance of their obligations under this Agreement, Parties to this Agreement shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this Agreement, such action shall be in writing and shall not be unreasonably delayed or withheld.
- C. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this Agreement of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- D. The provisions of this Agreement are solely for the benefit of the Parties to this Agreement. By entering into this Agreement, the Parties do not create any obligations, express or implied,

other than those set forth herein, and this Agreement shall not create any rights in any persons or entities who are not parties to this Agreement. No student, parent, or other person or entity who is not a party to this Agreement shall be regarded for any purpose as a third-party beneficiary of this Agreement or shall have any rights to enforce any provisions of this Agreement.

- E. Parties to this Agreement shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- F. This Agreement embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- G. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lead Agency:

Challenge of Tarrant County
Jennifer Gilley, Executive Director
226 Bailey Ave, Suite 105
Fort Worth, TX 76107

To Partner Agency:

Fort Worth Independent School District
Carmen Arrieta-Candelaria, CFO
100 N. University Dr.
Fort Worth, TX 76107

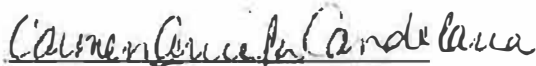
- J. It is understood and agreed that by execution of this Agreement, the District does not waive or surrender any of its governmental powers or immunity.

[Signature Page Follows]

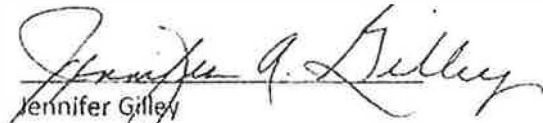
VIII. SIGNATORY CLAUSE

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

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



Carmen Arrieta-Candelaria
Chief Financial Officer
Fort Worth Independent School District



Jennifer Gilley
Executive Director
Challenge of Tarrant County



Office of Legal Services

Dr. Angélica M. Ramsey
Superintendent
Fort Worth Independent School District

 9/30/2022

 9/27/2022

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE 2022 - 2023 DISTRICT IMPROVEMENT PLAN**

BACKGROUND:

Texas Education Code § 11.252 states that, each school district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the student achievement indicators adopted under Section 39.053. The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by the district.
2. Measurable district performance objectives for all appropriate achievement indicators for all student populations and other measures of student performance that may be identified through the comprehensive needs assessment.
3. Strategies for improvement of student performance.
4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about higher education admissions and financial aid opportunities, including state financial aid opportunities; the need for students to make informed curriculum choices to be prepared for success beyond high school; and sources of information on higher education admissions and financial aid.
5. Resources needed to implement identified strategies.
6. Staff responsible for ensuring the accomplishment of each strategy.
7. Timelines for ongoing monitoring of the implementation of each improvement strategy.
8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.
9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]
10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

District Improvement Plan Link: (District's Intranet)

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

- 1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2022 - 2023 District Improvement Plan
2. Decline to Approve 2022 - 2023 District Improvement Plan
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2022 - 2023 District Improvement Plan

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 and departments.

RATIONALE:

State law, Texas Education Agency regulations, and District policy require that a District Improvement Plan be developed, reviewed, revised and approved annually for the purposed of improving the performance of all students.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE 2022 - 2023 CAMPUS IMPROVEMENT PLANS**

BACKGROUND:

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District and campuses' achievement goals.

Each CIP must:

- Include a review of the academic achievement for each student in the school;
- Set the campus performance objectives based on the student achievement indicator system and projections;
- Identify how the campus goals will be met for each student;
- Determine the resources needed to implement the plan;
- Identify staff needed to implement the plan;
- Set timelines for reaching these goals;
- Measure progress towards the performance objectives periodically to ensure that the plan is resulting in academic achievement;
- Include goals and methods for violence prevention, intervention, and increased attendance;
- Provide for a program to encourage parental involvement at the campus;

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

- 1. Approve 2022 - 2023 Campus Improvement Plans
- 2. Decline to Approve 2022 - 2023 Campus Improvement Plans
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2022 - 2023 Campus Improvement Plans

FUNDING SOURCE: ***Additional Details***

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

District - Wide

RATIONALE:

These plans are critically important to meet the District’s and campuses’ achievement imperatives. To meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District’s Strategic Plan and Campus Improvement Plans, Board approval is necessary.

INFORMATION SOURCE:

Karen Molinar
Jerry Moore

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE CREATION OF THE FINANCE BOARD COMMITTEE AND
THE LEGISLATIVE BOARD COMMITTEE****

BACKGROUND:

Board Policy [BDB\(LOCAL\)](#) states that by Board action, special committees may be created to fulfill specific assignments. The School Board President shall appoint trustees to the Finance Board Committee and the Legislative Board Committee. The creation of the Finance and Legislative Board Committees shall be fact-finding, deliberative, and advisory, but not administrative. The Finance Committee will review and provide feedback on budget development, financial issues, and other related recommendations to the Board. The Legislative Committee will assist in developing the District’s federal and state legislative priorities and provide feedback to the Board throughout the federal and state legislative sessions.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Creation of the Finance Board Committee and the Legislative Board Committee
2. Decline to Approve Creation of the Finance Board Committee and the Legislative Board Committee
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Creation of the Finance Board Committee and the Legislative Board Committee

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 formation of the committees will support the District's goal to improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Board of Trustees

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE FORT WORTH INDEPENDENT SCHOOL
DISTRICT BOARD OF EDUCATION COMMITTEES FOR THE
2022 - 2023 SCHOOL YEAR**

BACKGROUND:

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board [[BDB\(LOCAL\)](#)].

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fort Worth Independent School District Board of Education Committees for the 2022 - 2023 School Year
2. Decline to Approve Fort Worth Independent School District Board of Education Committees for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not a Purchase

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

Fort Worth Independent School District Board of Trustees

RATIONALE:

The committees enable board members to delve into governing matters in greater detail than is possible at the full board level. As such, board members are better prepared for full board meetings; therefore, improving the quality of board decision making. In-depth committee work builds governing expertise among board members and strengthens their sense of ownership and commitment to student outcomes.

INFORMATION SOURCE:

School Board President Tobi Jackson

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

**TOPIC: **APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY
CONTRACT WITH FORT WORTH INDEPENDENT DISTRICT
SCHOOL OFFICE OF ADULT EDUCATION FOR THE 2022 - 2023
ADULT EDUCATION PROGRAM****

BACKGROUND:

In 2014, the Fort Worth ISD Office of Adult Education (FWISD OAE), in conjunction with the Tarrant County Adult Education and Literacy Consortium (TCAELC), was awarded a grant from the Texas Workforce Commission (TWC) in response to TWC Request for Proposal (RFP) 320-14-10 to execute Adult Education and Literacy programs as prescribed by the Adult Education and Family Literacy Act (AEFLA) and the Workforce Investment and Opportunity Act (WIOA). This grant was awarded with the understanding that members of the Consortium would serve as sub-recipients to provide the agreed upon services.

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards. Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The FWISD Office of Adult Education has solidified the necessary program changes that will be needed to operate within the funding provided and the needed changes will be implemented during the 2022 - 2023 year to ensure the student targets are met.

Estimated Cost of the FWISD Adult Education program for the 2022 - 2023 school year is \$2,222,901.40, which will be reimbursed as a subcontractor through this agreement.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District Office of Adult Education for the 2022 - 2023 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract with Fort Worth Independent School District Office of Adult Education for the 2022 - 2023 Adult Education Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Inter-Local (IL) – Price Quote and IL Contract Summary Required

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

Adult Education Locations Throughout Tarrant County

RATIONALE:

The attached contracts are for specific services outlined in the grant response and are necessary for the successful execution of the TWC grant we have accepted.

INFORMATION SOURCE:

Cherie Washington

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 22-SPC-AEL-004 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2022 To June 30, 2023

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$2,222,901.40

Adult Education and Literacy Funds Awarded	\$2,222,901.40
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Total Contract Amount	\$2,222,901.40
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This contract is entered into by and among the TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD (TCWDB or the Board) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	Contractor:	<p>Fort Worth Independent School District</p> <p>Business Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Mailing Address: <u>100 N. University, Ste. SW203 Fort Worth, TX 76107</u></p> <p>Contact: <u>Ms. Nydia Lewis</u></p> <p>Phone: <u>817-815-7759</u></p> <p>Fax:</p> <p>E-Mail: <u>nydia.lewis@fwisd.org</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Kent Scribner
Superintendent Fort Worth ISD

Date: _____

Date: _____

PART A
GENERAL CONTRACT TERMS

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**GENERAL TERMS FOR CONTRACT WITH
TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD**

Contract No. 22-SPC-AEL-004

SECTION 1 - PARTIES TO CONTRACT

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Fort Worth Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2022 and shall terminate June 30, 2023 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$2,222,901.40 This funding is comprised of the following categories:

AEL Combined Program Funds:	\$2,140,886.04
Performance Funding	\$ 49,572.36
Professional Development:	<u>\$ 37,443.00</u>
Total:	<u>\$2,222,901.40</u>

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

SECTION 4 - LEGAL AUTHORITY

4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:

- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
- The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
- The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
- Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
- The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
- Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

SECTION 5 - ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
 - 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
 - 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
 - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
 - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
 - 7.1.4 Provide services as listed in section 20.7 of grant application.
 - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
 - 7.1.6 Submit monthly expenditure reports to the Board.
 - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
 - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership.
 - 7.1.9 Provide year-round services with no break in service delivery.
 - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
 - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
 - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
 - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
 - 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
 - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
 - 7.2.2 Participate in quarterly Consortium meetings.
 - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
 - 7.2.4 Participate in planning and design of standardized program components.
 - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
 - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
 - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
 - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
 - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
 - 7.2.10 Seek new partnerships to provide additional student support services.
 - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
 - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
 - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Five percent (5%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

10.4 Expenditure Rates/De-obligation of Funding

- 10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.
- 10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.
- 10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
 - 11.1.1 Any specific term or condition within this Contract,
 - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
 - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
 - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
 - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
 - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
 - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.

- 13.3 Such rights of access and examination are granted to, as applicable,:
- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,
 - 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the

Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a subcontractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.

- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

- 16.2 The Board reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Contractor under this Contract. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Board and must be conducted in accordance with applicable federal rules and regulations, grant award or program contract guidelines, and established professional standards and practices.
- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a

financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the

requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.
- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated in Section 20.3 below no later than five (5) working days from the date of discovery of such act.
- 20.3 An Incident Report regarding such an act must be submitted to:
- Tarrant County Workforce Development Board
Attn: Jack Cummings
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780
- 20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.
- 20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.
- 20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:
- 20.6.1 Further investigation;
20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or
20.6.3 Other corrective action, as may be appropriate.
- 20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

- 21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and

conflict of interest provisions including, but not limited to, the following:

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.

21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and

21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

(1) was in a Board decision-making position as defined by Texas Administrative Code, Title 40 Board

Contracting Guidelines, Part 20, Chapter 801, Subchapter C.

(2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:

23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;

23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;

23.1.3 Title IX of the Education Amendments of 1972, as amended;

23.1.4 The Age Discrimination Act of 1975, as amended;

23.1.5 The Americans with Disabilities Act, as amended;

23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and

23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.

23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.

23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.

23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.
- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:

- temporary withholding of payments,
- disallowance of costs,
- whole or partial suspension,
- withholding of further awards or
- other remedies that may be legally available.

26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

26.3 Performance Sanctions

26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.

26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

26.4 Financial Related

26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.

26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method of payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.

26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor shall further be responsible for any audit exception or other payment deficiency in the program covered by the Contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized or required by the Board. The Contractor shall be liable for such funds and shall

repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.

- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.
- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request

assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board.”

- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.
- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and

employees who are on official business incidental to a contract.

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

SECTION 38 - BONDING AND INSURANCE

The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:

38.1 Contractor Bonding Requirements

Before authorizing the Contractor or any Sub-Contractor to receive funds provided under the terms of this Contract, the Contractor and any of its Sub-Contractors shall provide the Board with a fidelity bond covering every officer, director and employee authorized to represent the Contractor or Sub-Contractor for the purpose of receiving or depositing TWC program funds, or issuing financial documents, checks, or other instruments of payment. The Contractor and any of its Sub-Contractors shall be the insured and the Board shall be the certificate holder. The Contractor shall immediately notify the Board if a bond is canceled or reduced and no further disbursements shall be made to the Contractor until adequate coverage has been obtained. The fidelity bond shall be in an amount sufficient to cover the largest cumulative amount of all cash requests submitted by the Contractor or Sub-Contractor on any given day or cumulative funds on hand at any given point.

A copy of the fidelity bond shall be forwarded to the Board at the address detailed in Section 39.8 (Notification) of this Contract.

38.2 Contractor Insurance Requirements

38.2.1 General and Professional Liability Insurance

Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellation of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.2 Fire and Extended Coverage Insurance

In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.3 Public Liability and Property Damage Insurance

Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will communicate in writing any modifications, alterations, or cancellations of coverage during the term of this Contract to the Board a minimum of thirty (30) days prior to such changes.

38.2.4 Workers' Compensation Insurance

The Contractor and any of its Sub-Contractors, shall ensure that program participants who do

qualify as "employees" are covered by Workers' Compensation insurance. This policy shall include a Waiver of Subrogation.

The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, its agents, servants, contractors, employees, or invitees.

If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.

The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the

Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

This Contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.

39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then
- Third: Part B - Line-Item Budget and Budget Back-Up; then
- Fourth: Part C - Statement of Work; then
- Fifth: Part D - Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

Contractor: Fort Worth Independent School District
5701 Meadowbrook Drive

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

- 40.6 Equal Employment Opportunity—All contractors shall comply with E.O. 11246. “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.’s 12549 and 12689)—No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.’s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I—financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL
DISTRICT**

Judy McDonald
Executive Director

Kent Scribner
Superintendent Fort Worth ISD

Date: _____

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 22 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100			
Salaries	572,805.00		572,805.00
Fringe Benefits @ 12.072% of Salaries	69,149.02		69,149.02
Pooled Staff Wages		1,393,738.55	1,393,738.55
Pooled Staff Fringe		154,765.83	154,765.83
Other (Specify) Professional Development		37,443.00	37,443.00
Personnel Subtotal	641,954.02	1,585,947.38	2,227,901.40
II. Professional and Contracted Services - 6200			
Professional Services			
Partner Services			
Other Services - FWISD Maintenance /Printing	7,200.00		
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Mobile Phone/Wireless Services	19,000.00		
Rent/Lease (Xerox/Pods)	12,676.00		
Professional and Contracted Services Subtotal	38,876.00	-	-
III. Supplies and Materials - 6300			
Office Supplies and Materials	3,600.00	114,434.10	
Postage			
Printing under 6200			
Computer Hardware		41,870.00	
Testing Materials		35,800.00	
Software Purchases		63,200.00	
Software Usage Fees			
Other - (Specify) - Fuel for program van	900.00		
Other - (Specify) - Furniture - file cabinets, chairs, etc.	3,500.00	1,000.00	
Operations Subtotal	8,000.00	256,304.10	-
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services under 6200			
Staff Mileage Reimbursement	1,200.00		
Staff Travel	16,215.00	12,800.00	
Indirect Costs			
Other Operating Expenses Subtotal	17,415.00	12,800.00	-
GRAND TOTAL	706,245.02	1,855,051.48	2,227,901.40

**Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet**

<u>Cost Category / Line Item</u>	<u>Management & Operations Funds Source Allocation</u>				<u>Education Services Fund Source Allocation</u>			
	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>	<u>AEL Combined</u>	<u>PD</u>	<u>Perf Reserve</u>	<u>Total</u>
I. PERSONNEL - 6100								
Personnel Subtotal	641,954.02			641,954.02	1,921,354.30	37,443.00		1,958,797.30
II. Professional and Contracted Services - 6200								
1 6249 Maintenance	1,200.00			1,200.00				
2 6256 Tmobile	19,000.00			19,000.00				
3 6264 Xerox	4,676.00			4,676.00				
4 6267 Lease of Pods	8,000.00			8,000.00				
5 6299 Contracts Services/Printing	6,000.00			6,000.00				
Professional and Contracted Subtotal	38,876.00	-	-	38,876.00	-	-	-	-
III. Supplies and Materials - 6300								
1 6311 Fuel	900.00			900.00				
2 6399 Supplies/Materials	3,600.00			3,600.00	33,000.00		14,752.36	47,752.36
3 6321/6329 Textbooks & Reading Materials					46,681.74		20,000.00	66,681.74
4 6329 Software Licenses					63,200.00			63,200.00
5 6339 Test Materials					35,800.00			35,800.00
6 6396 Technology					26,870.00		15,000.00	41,870.00
7 6398 Furniture	3,500.00			3,500.00	1,000.00			1,000.00
Operations Subtotal	8,000.00	-	-	8,000.00	206,551.74	-	49,752.36	256,304.10
IV. Other Operating Expenses - 6400								
1 6411 OMR Staff Mileage Reimbursement	1,200.00			1,200.00				
2 6411 Travel	16,140.00			16,140.00	12,380.00			12,380.00
3 6495 Dues	75.00			75.00	420.00			420.00
4 enter line item name								
5 enter line item name								
Other Operating Expenses Subtotal	17,415.00	-	-	17,415.00	12,800.00	-	-	12,800.00
TOTAL	706,245.02	-	-	706,245.02	2,140,706.04	37,443.00	49,752.36	2,227,901.40



Salary Detail

Contractor Name: _____ Fort Worth ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Director	Lewis, Nydia	46.05	40	48	88,416.00
2	Administrative Associate	Portales, Mayra	26.12	40	48	50,150.40
3	Coordinator, Quality Assurance	Whisonant, Amanda	35.03	40	48	67,257.60
4	Coordinator, PD	Bell, Dezman	36.94	40	48	70,924.80
5	Career Pathway Navigator	Miller, Patrice	35.03	40	48	67,257.60
6	Technician - TEAMS	Maldonado, Jose Angel	21.31	40	48	40,915.20
7	Technician - TEAMS	Montez, Leslie	18.92	40	48	36,326.40
8	Technician - TEAMS	Diaz Navarro, Carmen	18.92	40	48	36,326.40
9	Technician - TEAMS	Vacant	18.19	40	48	34,924.80
10	Specialist Workforce Integration	Vacant	26.04	40	48	49,989.00
11	Receptionist	Vacant	8.29	40	48	15,916.80
12	Warehouse	Vacant	10.00	30	48	14,400.00
Program M & O Subtotal						572,805.00
Education Services						
1	Career Navigator	Johnson, Frankie	21.00	20	48	20,160.00
2	Teacher Facilitators	37 TF @ an average \$189 (6,993)	21.00	9	39	272,727.00
3	Teachers	90 @ an average \$126 (10,710)	21.00	6	39	442,260.00
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
Education Services Subtotal						735,147.00
Total						1,307,952.00

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: N/A

Description: _____

2. Is this facility owned by your organization or leased?

Owned *a* Leased *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes *a* No *a*

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?

How much of that will be used for this Board Program?

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ _____ per month

3. How much do you propose to charge the Board for using this facility?

\$ _____ per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

5. How have you arrived at the amount to charge the Board?

6. Is there any other information about this facility or these charges you need to provide?

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

Category	Line Item	Description	Amount
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Program Management and Operations

	Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6249	Maintenance/repair - FWISD	1,200.00
	6256	Utilities-Tmobile (hotspots/cell phones)	19,000.00
	6264	Copy machine for office - Xerox	4,676.00
	6267	Leaso of POD for storage	8,000.00
	6299	Contracted Services - Printing	6,000.00
	6311	Fuel for program van to transport materials	900.00
	6398	Furniture	3,500.00
	6399	Supplies	3,600.00
	6400	Travel	17,415.00

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Fort Worth ISD

Category	Line Item Name	Description	Amount
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Education Services

	Sample	Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
	6321	Instructional materials - textbooks	26,937.88
	6329	Instructional reading materials; to supplement IET's, Transitions and higher level skills	39,743.86
	6329	Software License Burlington English & Essential Ed.	63,200.00
	6339	Testing seat activation CASAS	35,800.00
	6396	Technology	41,870.00
	6398	Furniture	1,000.00
	6399	Supplies	47,752.36
	6411	Staff Development travel	12,800.00
			269,104.10

PART C
STATEMENT OF WORK

TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD
2022 ADULT EDUCATION AND LITERACY SERVICE PLAN
PLAN COVER SHEET

INFORMATION ABOUT PROPOSER

ORGANIZATION NAME:	Fort Worth Independent School District
PHYSICAL ADDRESS	5701 Meadowbrook Drive
CITY, STATE ZIP	Fort Worth, Texas 76112
CONTACT PERSON TELEPHONE/FAX EMAIL	Dr. Cherie Washington Chief Student Support Service Main 817.814.2370 cherie.washington@fwisd.org
TYPE OF ORGANIZATION	Local School District
FEDERAL EIN	#17560016135000
TEXAS STATE COMPTROLLER ID	#17560016135000

INFORMATION ABOUT PLAN

SUMMARY OF PROPOSERS PRIMARY BUSINESS ACTIVITIES:	Provide AEL services for Tarrant County
TOTAL BUDGET AMOUNT:	\$ 2,227,901.40
DOES PLAN PROPOSE COLLABORATION OR JOINT VENTURE?	Currently part of Tarrant County Adult Education & Literacy Consortium

AUTHORIZATION FOR SUBMISSION

TARRANT COUNTY WORKFORCE DEVELOPMENT BOARD 2022 ADULT EDUCATION AND LITERACY SERVICE PLAN COVER SHEET

TYPED NAME & TITLE OF AUTHORIZED SIGNATORY	Dr. Kent P. Scribner, Superintendent Fort Worth Independent School District
SIGNATURE & DATE	

FWISD 2022-2023 STATEMENT OF WORK

A. Program Design/Planning Summary

1. Explain the services that you will provide and how the service target numbers your organization is proposing on the student target template will be met. In addition, describe how you will ensure that the performance benchmark of 65% student numbers are met by the proposed date of December 1, 2022.

The Fort Worth ISD Office of Adult Education {FWISD-OAE) proposes to provide the following services during the 2022-2023 year:

Total Number of Students Served 2665

- 2,405 Traditional
- 150 IET
- 110 Intensive

FWISD AEL in-person and remote classes will continue to provide traditional ABE/ASE, ESL, IET and Intensive services to students across Tarrant County. Our Workplace Literacy sites JC Penny, Gaylord Texans and TCU will continue to serve employees HSE and ESL needs. FWISD is currently working to add two additional workplace sites to increase our intensive goal. We also plan to add two new IET classes for the 2022-2023 program year. The Director and Performance Quality Assurance Coordinator will oversee; monitor to ensure that the 65% benchmark is met by December 31, 2022. We have implemented a year rounded schedule as well including distance learning. Additionally, we have developed and implemented standard operation procedures to ensure accurate, systemic & timely data collection and entry into the TEAMS system.

2. Describe the overall innovative approach, design and strategies your organization will utilize to effectively deliver services including the AEL Academy Model, Adult Vocational Academy, Remote Classes, and manage resources. Additionally, describe your classroom re-design to encompass

the Math, Reading, Writing, and Career Pathways required through the new Content Standards.

The Director, Professional Development Coordinator and Mentoring Team will provide PD opportunities to assure instructors utilize innovative instructional strategies, to include remote learning, distance learning, project based and cooperative learning. Instructors are expected to integrate the use of technology in their classrooms to support student learning, accelerate concept mastery and to improve overall student achievement. Career Navigators, Follow-up Specialist, Teacher Facilitator, Teachers and Data Specialist will work in concert to assure IET documentation is submitted and captured in TEAMS as required by the grant. Fort Worth ISD Student Placement Center is an example of our delivery system, which follows the Academy Model. Our goal is to begin adding Academy Model at all sites/classes by January 2023. As students complete their first round of basic ABE/ASE or ESL class, the Career Navigators will provide students with ongoing career counseling and facilitate their enrollment in various IET classes or enrollment in Postsecondary education includes universities and colleges.

The Professional Development Coordinator and Mentoring Team will offer a minimum of 6 hours for training in the Principals of Adult Learning, Goal Setting, Remote and In-person Instructional Strategies, and Literacy to prepare our teacher for success in the classroom. ABE/ASE and ESL teachers will provide both individual and whole-group instruction in the areas of Math, Reading, Writing and Career Pathways in accordance with the unique developmental needs of students as determined by pre- and post- assessment data. To enhance instructor effectiveness, teachers are required to participate in engaging and innovative professional development opportunities that model and reinforce the instructional strategies expected in their classrooms. Lesson plans should be engaging, support literacy development and career skills, and are monitored by AEL staff throughout the program year.

3. How will you ensure that there is a non-break in service delivery encompassing a year-round program?

We have implemented a trimester schedule that allows for program delivery in fall, spring and summer, as well as the availability of distance learning, remote and in-person classes year-round.

4. How will you ensure that there are bi-weekly scheduled registrations supporting an open enrollment model for continuous service?

Fort Worth ISD AEL program has created a registration team currently, we are hosting remote and in-person registration monthly or biweekly if needed. All sites will be required to host monthly registration sessions until classes are filled.

Once classes are filled, students will be referred to remote classes or a different site location. If student will also be given an option by the TF to be placed on a waiting list, the TF will provide students with engaging activities of on- line resources such as Texasrealitycheck.com, GED.com and USA Learns so that these students can continue their learning momentum while preparing for class space to open. Should space become available, the TF/or Follow-up Specialist or call center staff will call waitlisted students to schedule registration. If students are willing to attend classes at an alternate location or remotely, the TF will refer them to the nearest site with available seats or to the remote registration specialist. To ensure that all available sites are following the bi-weekly registrations model, the Mentoring Team and Teacher Facilities will oversee, and implement registration.

5. Describe how you will determine staff training needs and ensure that there is a Professional Development plan to address the requirements and needs as it relates to student Instruction and completion.

The Director and Professional Development Coordinator will collaborate on staff development trainings that will increase educators' knowledge and enhance their professional skills, deepens educators' understanding and appreciation for the varied needs of students and enhances educators' capacity to facilitate the learning success of all students. We will also provide staff survey to receive feedback on what type of PD is needed to ensure structure and means through which educators continuously enhance their professional competency and state requirement.

6. Describe how you will ensure that participants receive the required Measurable Skills Gain and Credential prior to exit of the program.

All MSG achievements preparation will begin in the classes with quality instruction. Teacher Facilitators, Data TEAMS Specialists, Quality Assurance Coordinator and the Director will monitor and oversee the tracking and data entry of MSG achievements. IET's Post Secondary's are tracked by an assigned TEAMS specialist. The educational functioning level gain (Type 1) will be determined by using an approved NRS assessment

during the initial (pre) entry into the class. Once the student has met the direct instructional hours (41/61), a post assessment will be given to determine if a gain has been met. The pre/post assessment scores will be entered into TEAMS within two weeks (biweekly) from the date of assessment submission. The assigned data TEAMS specialist will enter, track and monitor the student's achievements in TEAMS on a bi-weekly basis.

7) Describe how you will ensure that all grant required positions are filled with dedicated staff to those positions. Required staff are Director/Manager, Data Entry, PD Lead, DL Lead, Career Navigator(s), and Follow Up Specialist?

Fort Worth ISD AEL program has ensured that all required positions have been filled with dedicated staff. The Follow-up Specialist position is required as we are currently in the process of interviewing for this position, and it will be filled by October 1, 2022, however we have a part-time staff person assisting with follow-up duties.

8. Describe how you will collaborate with the Career Center Core contractor and other Partners to enhance integration of services including follow up activities and the position responsible for follow-up.

To enhance integration of services for our students, FWISD staff will attend monthly Career Center Monthly meetings initiating and continuing communication with community partners, visit their locations to learn more about their services, and collaboratively develop opportunities to partner where possible.

9. How will the services your organization is proposing significantly increase the likelihood of student employability related to Integrated Education and Training or Post- Secondary enrollment?

To ensure success and likelihood of student employment, FWISD classes utilize contextualized lessons to guide their instruction and integrate SMART goals into their instructional activities. The Career Navigators will provide ongoing career counseling and guide students through the Transitions, IET, or post-secondary enrollment process. Upon successful completion of IET courses, students are eligible to pursue licensure/certification by passing the corresponding state exam. These activities will be overseen by the Career Navigator.

10) How do the services your organization is proposing support the mission and vision of Workforce Solutions of Tarrant County?

To FWISD OAE strategically provides educational opportunities, career counseling and career training through a network of community partners to include entities of higher education and local businesses in high-demand industries throughout the Tarrant County Community. The OAE will systematically advertise, recruit and support program participants from intake to program completion to strengthen their economic, developmental and educational opportunities.

B. Program Objectives

1. How do you plan to outreach for the services your organization is proposing to ensure year- round services are available with a non-break in service delivery?

The OAE utilizes a comprehensive outreach approach to include Workforce Board marketing and referrals, FWISD Parent Engagement Department, FWISD Communications Department, faith-based institutions, Social Media, presence at Tarrant County community activities and direct marketing through each site to reach students in the immediate community. These marketing efforts are led by the FWISD OAE administrative team with the intent to impact registration and attendance that support year-round classes throughout the year.

2. Clearly explain and define how proposed outcomes will meet the Board, program, and state contracted performance objectives.

All staff will review and evaluate contracted performance objectives from the previous year at the initial PD training. The proposed 2022-2023 outcomes will be part of the PD plan which would include

strategies and processes to ensure that all staff assist in meeting these targets. Each of the program offerings will meet the assessment requirements for adult education classes as outlined by the state assessment guide. All students will receive the required pre- and progress testing through approved instruments and the content shared will be within the allowable state guidelines. Students who successfully complete their program will move us closer to our overall county target.

c. Organization Capability/Demonstrated Effectiveness

1. How has your organization delivered comparable or related services in the prior three years? Include status of monitoring reports, corrective action plans, and current/past programmatic and fiscal performance.

2019-2020 we expanded our IETs enrollment and added a new workplace location Hollingsworth with our traditional AEL classes. We enrolled 2,920 prior to COVID 19 with 2,397 participating. In April 2020 all our AEL classes became remote due to the pandemic, and we lost students due to remote learning. Students were not comfortable with virtual instruction only, and some didn't have technology to attend the class remotely. We were able to retain 1,261 students from March 2020-June 2020 attending remote classes. We completed the school year with 59 students receiving an IET through one of our training programs. Which included CNA 23 completions, CDL 29 completions, MOS 2 completions and Phlebotomy had 5 completions.

2020-2021 was a successful year for FWISD Adult Education program while facing a national pandemic. While navigating thru the pandemic our HSE enrollment increased over 40 percent, we exceed our ESL Civic targets, added new two IETs, partnered with TCC to added Medical Front Office, Medical Coding and Billing to the AEL academy and for the first time we met our IET targets. Three Coordinators were added to the team, Performance and Quality Assurance Coordinator, Career Pathway Navigator Coordinator and Professional Development & Instructional Support Coordinator. We added three ESL for Professional classes, and equivocated several students, degrees from other countries.

2021-2022 school year was an outstanding for FWISD Adult Education program. We successfully meet our Intensive and IET targets by going above and beyond. Also, we held the first IET graduation in the Consortium and celebrated the students that had completed the Career training programs. The Performance and Quality Assurance Coordinator, and Professional Development & Instructional Support Coordinator completed the ALEA training in leadership. There were, also an increase in HSE enrollment, and MSG gains this school year.

2. Describe the relevant experience and qualifications of your personnel as it pertains to the proposed service.

Program Director: is an education professional with experience in program /systems management, knowledge of budget development and oversight, and supervisory experience. She has almost two years of experience in this position. She was a full-time adult education teacher that has 11 years of experience in ABE/ ASE and ESL classrooms. She holds a master's degree in Educational Leadership. She also has K-12 experience as a certified teacher in the state of Mississippi where she enjoyed success in the classroom. She is an exceptional communicator and serves as a liaison between FWISD and Texas Workforce Solutions.

Performance and Quality Assurance Coordinator: has 8 years of AEL experience as a teacher, trainer and facilitator. Administrator for the AEL program for more than 3 years. Facilitated online and in-person registration efforts for more than 4 years, with knowledge of AEL policy and procedures.

Professional Development Coordinator: Oversees professional development providing equitable distribution of services to instructors and students. He will also be responsible for entering PD in TEAMS, while ensuring staff meet their PD requirement each year. He will be responsible for updating the site schedule for the call center. He has an education background of at least 7

years teaching and working in student support services on a campus level.

Career Pathway Navigators: An educator for over 40 years and has been in Adult Education since 2007 and has worked in many capacities. She has a Bachelor of Science in Special Education, Master of Education in Educational Administration, and a Doctor of Education in Administration Leadership for Teaching.

An educated professional that has served in different capacity. She was an instructor, Teacher Facilitator with the AEL program for three years and Data/HR Coordinator before transitioning to my current role. Her experience includes analyzing data, recruitment and working with a diverse group of individuals. She has worked in the capacity of case management, secondary school's instructional teacher, and other outreach organizations in which she displayed dedication and positive outcomes to those individuals that were served. She has a passion for working with individuals that seek guidance and resources that will help them better their lives.

The Mentor Team: includes successful, experienced educators with advanced post-secondary degrees. This team is working to build and train teachers and site staff in techniques and methods that will improve instruction and student success.

Data Lead staff: The Data Lead has been with the program for 11 years. He has worked in different capacity within Adult Education and has used his skills and experience to lead the TEAMS entry staff in developing and implementing revised models to ensure proper and timely data entry. His staff includes full time and part-time TEAMS clerks that took on the task of restoring the data integrity of the FWISD OAE. The Quality Assurance Lead and his team have done the work to build processes in house and relationships with staff and partners in a way that has allowed the office to increase its efficiency and accuracy dramatically.

Career Pathway Navigator: has been an educator for over 40 years and has been in Adult Education since 2007 and has worked in many capacities.

She has a Bachelor of Science in Special Education, Master of Education in Educational Administration, and a Doctor of Education in Administration Leadership for Teaching.

Administrative Associate: attended TCCD majoring in Business Administration and have 29 years of experience with Adult Education. She provides support to the director, tracks and monitors the AEL budget, prepares and processes payroll, reconciles budget expenditures, and generates purchase orders and requisitions.

DL Leads: consist of two educators that have been with Adult Education over 10 years and in education over 25 years. They both have years of Digital Literacy and provide Educational Technology effort for our program.

Data Team Specialists: FWISD has three Data Team Specialist that is responsible for entering accurate student's data in TEAMS. The first Specialist has been with FWISD adult education in some capacity for over 15 years part time and now is fulltime. She has worked in education in the following areas at Crowley she served as a TA in an elementary setting and at Birdville, she served as a Family Engagement Specialist for 5 years under a 21st Century grant. With Denton ISD she served as a Community Outreach Coordinator and Professional Development specialist under the Adult Education grant funded by TEA.

The next specialist attended College majored in Early Childhood and attained a degree. She has worked in Adult Education for many years with one of our former AEL partners.

General Teaching Staff: All OAE instructors are degreed professionals that have demonstrated success in the classroom. The greater majority are certified retired or current full-time teachers. All new instructors are assigned a mentor and shadowing hours to support and improve their teaching proficiency.

D. Financial Management/Cost Effectiveness

1. How do you monitor those costs are reasonable, necessary, and allowable?

The district shall adhere to the Cost Principles for federal grants, GAAP and any additional grant-specific cost principles. All district costs with federal grant funds, whether direct or indirect, will meet the minimum requirements of allow ability as specified in the 2 CFR 200.403. In addition, the costs must meet the general provisions for selected items of cost (2 CFR 200.420). The general principles state that costs must:

- Be reasonable and necessary:
 - A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
 - Necessary is defined as costs needed to carry out the grant activities and identified on the plan.
- Be allocable to the award. All services and goods acquired by the grant are aligned and used in the grant.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same *purpose in like circumstances has been allocated to the Federal award as an indirect cost.*
- *Are determined in accordance with generally accepted accounting principles (GAAP).*
- *Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.*
- *Be the net of all applicable credits.*
- *Be adequately documented.*

2. How do you monitor expenditure to ensure that you are on track for spending?

Expenditure is monitored monthly using a tracking system that we have in place using our reports from Munis along with the Consortium expenditure report.

3. What methodology is in place for cost allocation, indirect/overhead costs, and in-kind funds?

The Grant Manager is responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines.

This responsibility is supported by staff in G&D, Budget, Accounting, as well as by Executive Directors from Curriculum and Instruction, School Leadership, Education Technology, and Student Support Services.

All grant expenditures must be allowable under the Federal Cost Principles (2 CFR 200- Subpart E), the grant application program assurances, the granting agency's policies, and the district policies and procedures. District costs generally fall under two major categories:

- i compensation/benefits; and
- ii non-compensation (contracted services, supplies, services, travel or equipment).

The district's Indirect Cost Rate, or the maximum allowable rate, whichever is less, will be used to post Indirect Costs for federal funds to the General Fund. The Accounting Department will prepare a general ledger entry for the indirect costs and will post the entry to the finance general ledger.

The financial management system (Munis) shall be used to store, maintain, and report all required federal grant information. Consequently, the district shall ensure that access to the data is restricted to authorized individuals in accordance with the district's Data Security and Access policies. In addition, the district shall retain all federal grant records for a period of seven (7) years in accordance with the district's Local Records Retention Plan.

The Grant Manager over each federal grant award shall ensure that requirements for cost sharing and/or matching funds are approved through the grant approval process prior to the submission of the

grant. At a minimum, the Superintendent and the Chief Financial Officer must approve the commitment of all cost sharing and matching grant funds. If cost sharing or matching funds are required as part of a federal grant award, the required direct or in-kind expenditures should be recorded and tracked on the general ledger. If matching grant funds are required in the General Fund {Fund 199}, the district will use a sub-object to separately track the expenditures for reporting and compliance purposes.

- E. Clearly describe your fiscal organizational structures, cash management system, and knowledge in accordance with GAAP.

The FWISD Business and Finance Division will perform multiple roles. However, adequate controls of separation of duties will be maintained always. The departments are:

- Accounting Compliance
- Accounts Payable
- Budget and Finance
- Compensation and Employee Records
- Records Management
- Grants Development, Management and Monitoring (G&D)
- Fiscal Business Operations
- Purchasing
- Payroll, Benefits and Risks

All Business and Finance Division staff are expected to comply with the: Code of Ethics and Standard Practices for Texas Educators [Board Policy DH {Exhibit), School Board Policy CAA Local regarding fraud, FWISD Code of Conduct (Employee Handbook), Confidentiality Agreement, and FWISD Acceptable Use Guidelines.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this transaction. Signature by an authorized representative of the awardee and return of this document to the Agency are prerequisites for finalizing the award.

Where the undersigned awardee is unable to certify to any of the statements above, an explanation shall be attached.

The undersigned certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

Signature Date

Typed or Printed Name and Title of Authorized Representative

Organization

Address

City, State, Zip Code

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE KABOOM! 25-IN-5 INITIATIVE TO END PLAYGROUND
INEQUITY****

BACKGROUND:

Fort Worth ISD’s (FWISD) playgrounds need upgrading and an end to the playground inequity that exists throughout the District. With the assistance of the initiative, the District will be able to collaborate together to bring all FWISD playgrounds to standard within five (5) years. Playtime helps kids forge strong, social skills connections with each other. Physical play contributes to the development of gross motor skills, control, coordination, and strength. Furthermore, play activities help children create, explore, solve, and imagine; thus, helping the brain to develop, builds important creative thinking, problem-solving skills, and contributes to emotional well-being.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve KABOOM! 25-in-5 Initiative to End Playground Inequity
2. Decline to Approve KABOOM! 25-in-5 Initiative to End Playground Inequity
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

KABOOM!, Inc.

PURCHASING MECHANISM:

Not Applicable

Purchasing Support Documents Needed:

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

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

All FWISD Elementary School Campuses

RATIONALE:

The future health and well-being of the students is deeply connected to the places where they live, learn, and play. The collaboration between FWISD and KABOOM! will work to end playground inequity, ensure students can experience the same benefits, and have access to the same opportunities to thrive and play.

INFORMATION SOURCE:

Marcey Sorensen



Letter of Intent Between the Fort Worth Independent School District and KABOOM!

October 3, 2022

Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107

RE: The KABOOM! 25 in 5 Initiative to End Playspace Inequity

Dear Fort Worth Independent School District:

We are thrilled that the Fort Worth Independent School District (FWISD) has agreed to collaborate with KABOOM! as a prospective partner in the ***KABOOM! 25 in 5 Initiative to End Playspace Inequity***. KABOOM! is launching its new five-year, \$250 million plan to bring together diverse partners and drive resources to local places with limited access to quality playspaces, accelerating efforts toward achieving playspace equity across the United States.

This letter confirms FWISD's intention to commit the necessary and reasonable resources needed to partner with KABOOM! to end playspace inequity across its communities over the next five (5) years. Promptly following execution and delivery of this letter, KABOOM! in collaboration and coordination with FWISD, shall issue a joint public announcement and conduct additional promotion of the partnership (the promotion may potentially include media pitching, social media, website mention, and/or other agreed upon marketing activities) announcing its intention to work with FWISD as part of this initiative.

Following the public announcement, KABOOM! intends to work with FWISD to conduct an in-person assessment and mapping of the level of access to, and quality of, all playspaces throughout FWISD communities using a racial equity-informed lens and taking into account the condition, size, play value, and age appropriateness of any existing equipment. Also, it is the parties' intention to share relevant data (i.e., GIS, access, quality, and community demographic data) and to share long-term data to understand the impact of playspaces on low-income communities of color, focused on data on childhood outcomes of wellbeing, learning, and resiliency. At the conclusion of this assessment, it is envisaged that the parties will issue a public report on the assessment's findings. In addition, FWISD and KABOOM! intend to collaborate to secure funding for this initiative via local/regional philanthropy, public funding mechanisms, and corporate sponsorships. The parties would then intend to engage with FWISD communities and center their voice in the process to transform and/or install playspaces throughout the communities to promote child wellbeing (via the physical, mental, and social benefits a place to play provides), and community cohesion. Lastly, the parties intend to share the learnings across the 25 initiative networks.

KABOOM! and FWISD expect the discussion and any non-public information and material regarding the potential collaboration to remain confidential and not be disclosed or shared with other third parties. KABOOM! recognizes that FWISD is a public entity subject to Texas Public Information Act disclosure requirements. This letter is only a non-binding statement of intent and does not create any legally binding obligations. This letter may contain some of the language that will be included in a binding

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agreement. A binding agreement, of course, will only result from the execution and delivery by each of the parties of mutually acceptable definitive agreements regarding the initiative, which the parties intend to enter into within the first 90 days following the public announcement to formally establish and describe the parties' roles, responsibilities, and obligations regarding the initiative. Unless extended in writing by KABOOM!, the FWISD shall have thirty (30) business days from the date of the letter to sign and return to KABOOM!.

This letter may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document. If the foregoing accurately sets forth the understanding of the parties' intent, please sign this letter where indicated below.

Very truly yours,

KABOOM!, Inc.

DocuSigned by:
Lysa Ratliff
067905A0B486446

By: _____
Name: Lysa Ratliff
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
Fort Worth Independent School District

Marcey Sorensen 09/30/2022
Dr. Marcey Sorensen
Chief Academic Officer

AA
10/18/2022

By: _____
Name: Dr. Angelica M. Ramsey
Title: Superintendent

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”) is made between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas (“District” and/or “FWISD”) and KABOOM! (“ORGANIZATION”). The District and ORGANIZATION may be referred to individually as a “Party,” and collectively as the “Parties.

1. PURPOSE

- 1.1 For ORGANIZATION to provide certain services to FWISD it may become necessary for FWISD to share certain Data with ORGANIZATION. Specific services provided by ORGANIZATION are included in the applicable quote, scope of work, and/or response to a Request for Proposal attached to this Agreement as **Exhibit C**.
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data that is specifically outlined in **Exhibit A** of this Agreement. The specific Data sharing process will be, as outlined in **Exhibit B** of this Agreement.

2. DEFINITION, USE, AND TREATMENT OF DATA

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end-user(s)) uploads, enters, or submits to ORGANIZATION, including through the use of ORGANIZATION’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 2.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested



by a person who ORGANIZATION reasonably believes knows the identity of the individual to whom the record relates.

- 2.4 All Data accessed or used by the ORGANIZATION shall at all times be treated as confidential by ORGANIZATION and shall not be copied, used, or disclosed by ORGANIZATION for any purpose not related to providing services to the District. ORGANIZATION recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and ORGANIZATION agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.
- 2.5 The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. As detailed in Section 2.6, the Parties agree that ORGANIZATION is a “school official” under FERPA and has a legitimate educational interest in PII from education records because ORGANIZATION: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.
- 2.6 The Parties expect and anticipate that ORGANIZATION may receive PII in education records from the District only as an incident of service or training that ORGANIZATION provides to the District. ORGANIZATION shall be permitted to use any such PII in education records as a function of performing its duties and obligations. ORGANIZATION represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 ORGANIZATION acknowledges and agrees that FWISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. ORGANIZATION makes no claim of license, title, or ownership to or in Data.

3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate on June 30, 2027. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice of termination to the other Party.

4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 ORGANIZATION will only collect Data as necessary to fulfill its duties and services under this Agreement.

- 4.2 ORGANIZATION will use Data only for the purpose of fulfilling its duties, provide services, and improve its services under this Agreement.
- 4.3 The ORGANIZATION will not request or handle PII data as part of this agreement. However, if modifications to this agreement are made which allow for the request or transfer of PII, the ORGANIZATION and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. ORGANIZATION shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 4.4 The ORGANIZATION will not request or handle PII data as part of this agreement. However, if modifications to this agreement are made which allow for the request or transfer of PII, the ORGANIZATION commits to maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the ORGANIZATION's personnel handling Data must be trained by ORGANIZATION on information security. ORGANIZATION's information security policy must require that all personnel who come into contact with District Data receive training on the proper techniques for handling such Data. If applicable to the services provided by ORGANIZATION, ORGANIZATION must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS).
- 4.5 The ORGANIZATION will not request or handle PII data as part of this agreement. However, if modifications to this agreement are made which allow for the request or transfer of PII, the ORGANIZATION shall also have a written incident response plan, which shall include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data that is in ORGANIZATION's possession. ORGANIZATION agrees to share its incident response plan upon request.
- 4.6 ORGANIZATION shall not use any Data to advertise or market other products or services to FWISD students, their parents, or FWISD employees or officials.
- 4.7 ORGANIZATION is prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to District students or their parents, or to District employees is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the

applicable requirements of the FERPA, the Children’s Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment (“PPRA”).

- 5.2 Subcontractors: ORGANIZATION may employ third parties to assist with the performance of the services; however, ORGANIZATION is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. ORGANIZATION shall pay

all fees, wages, salaries, and other amounts due to any third party in connection with ORGANIZATION's performance of its obligations under the Agreement, if any, and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

6. RESPONSIBILITY FOR IMPROPER DISCLOSURE OF PII

- 6.1 TO THE EXTENT PERMITTED UNDER TEXAS LAW, ORGANIZATION SHALL BE RESPONSIBLE FOR DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS. ORGANIZATION AGREES TO INDEMNIFY FWISD AND HOLD FWISD HARMLESS FOR ANY DAMAGES CAUSED BY THE IMPROPER DISCLOSURE OF PII, TO THE EXTENT CAUSED BY THE CONDUCT OF ORGANIZATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS, AND TO DEFEND FWISD AGAINST SUCH CLAIMS FOR DAMAGES.
- 6.2 The Parties agree that the terms and requirements in this Section shall survive the expiration of the term of this Agreement.

7. ASSURANCES AND NOTIFICATIONS

- 7.1 By signing this Agreement, each Party represents to the other Party that it has not been previously determined by a court of law, administrative agency, hearing officer, or similar decision-maker, to be in violation of FERPA, Texas law, or federal or state regulations governing the handling and disclosure of PII, and that no court of law, administrative agency, hearing officer, or similar decision-maker has determined that the conduct of the Party or its officers or employees have caused any district to be in violation of the laws and regulations governing PII. If any such determination is made during the term of this Agreement, the violating Party shall promptly notify the other Party.
- 7.2 If applicable, ORGANIZATION shall notify FWISD promptly in writing if ORGANIZATION determines, or knows, that PII has been improperly disclosed to ORGANIZATION personnel, an entity with whom ORGANIZATION contracts, or to any other third-party who does not have a legitimate interest in the PII under this Agreement. ORGANIZATION shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible (Tex. Bus. & Com. Code § 521.001-152).
- 7.3 ORGANIZATION, unless otherwise prohibited by law, shall promptly notify FWISD if ORGANIZATION determines or knows if a court of law, administrative agency, hearing officer, or similar decision-maker determines, that ORGANIZATION has improperly disclosed PII that ORGANIZATION obtained from FWISD. The Parties agree that this notification requirement all survive the expiration of the term of this Agreement and for as long as ORGANIZATION has access to FWISD PII.

8. GENERAL CONDITIONS

- 8.1 To affect the transfer of Data and to ensure that the required confidentiality of PII shall always be maintained, both Parties agree:

- 8.1.1. To comply in all respects with the provisions of the Family Educational Right to Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Texas law as they apply to PII. If applicable, Parties will notify each other in writing in the event of a security breach of any measures to keep confidential the PII received pursuant to this Agreement. Parties will also make all reasonable efforts to cure any such security breach and to prevent further security breaches, and inform *each other* of such efforts. Nothing in this Agreement shall be construed to allow Parties to maintain, use, disclose, or share PII received pursuant to this Agreement in a manner prohibited by any federal or Texas laws or regulations. ORGANIZATION shall not provide any PII obtained under this Agreement to any entity or person ineligible to receive PII protected by FERPA, or prohibited from receiving PII from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv). If applicable depending on the services provided by ORGANIZATION, the Parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 8.1.2. That for purposes of this Agreement and for ensuring Parties’ compliance with the terms of this Agreement and all applicable local and federal laws, ORGANIZATION shall designate an official to act as temporary custodian of the PII received by FWISD pursuant to this Agreement and the contact person for all matters related to this Agreement. If applicable, The ORGANIZATION will promptly notify FWISD in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing.
- 8.1.3. The ORGANIZATION will not request or handle PII data as part of this agreement. However, if modifications to this agreement are made which allow for the request or transfer of PII, the ORGANIZATION shall put procedures in place to safeguard the confidentiality and integrity of PII, to place limitations on its use, and to maintain compliance with applicable privacy laws. ORGANIZATION shall require all of its employees, contractors, and agents with access to FWISD PII to comply with this Agreement and all applicable provisions of FERPA and other laws with respect to the PII shared under this Agreement.
- 8.1.4. That PII collected and shared is confidential. If applicable, ORGANIZATION will not disclose Data produced under this Agreement in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors, and agents of the Parties. Parties and persons participating on behalf of ORGANIZATION shall neither disclose nor otherwise release data and reports relating to any student nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group.
- 8.1.5. Publications and reports of Data and information related to that, including preliminary project descriptions and draft reports, shall involve only De-Identified

Information and no PII that could lead to the identification of any individual student and/or person.

- 8.1.6 If applicable, ORGANIZATION is not authorized to continue research using the PII obtained under this Agreement upon the termination of this Agreement. ORGANIZATION will destroy all PII obtained under this Agreement in accordance with Section 8.1.11.
- 8.1.7 That Parties have the right, to present, publish, or use the Data that they have gained in the course of the research under this Agreement, if any, but ORGANIZATION may only present, publish, and use the Data in an aggregated form, converted to De-Identified Information, with no PII included. ORGANIZATION may share De-Identified Information with the other Party's partners who have executed a written confidentiality agreement with the ORGANIZATION agreeing not to share or disseminate such Data provided by ORGANIZATION. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided for by District and all state and federal laws have been complied with.
- 8.1.8 If applicable, ORGANIZATION agrees to provide to FWISD any proposed publications or presentations, which are to make public any findings, data, or results related to FWISD (collectively "Publications") for FWISD's review, comment, and approval at least fourteen (14) days prior to proposed publication date. Lack of response by FWISD to ORGANIZATION by the proposed publication date will be considered approval of the Publications as presented. If there are no changes to the Publications, only changes to the layout and design of the Publications, then the fourteen (14) day approval is waived. FWISD shall confirm in writing if only changes to the layout and design of Publications are required.
- 8.1.9 That ORGANIZATION will provide FWISD with one electronic and at least one paper copy of the final versions of all reports and other documents, if any, associated with this Agreement, as detailed in Section 8.1.8.
- 8.1.10 That ORGANIZATION will use Data shared under this Agreement for no purpose other than to meet the objectives of the research study specified under this Agreement.
- 8.1.11 ORGANIZATION will destroy or return to FWISD all files and hard copy records that contain FWISD Data and purge any copies for such Data from its computer system:
- (1) Immediately upon termination of this Agreement, either by expiration or as provided herein or;
 - (2) Within five (5) business days after Data is no longer needed for the purposes stated in this Agreement.
 - (3) If requested, a Party shall provide to the other Party an affidavit confirming the destruction and/or return of Data within five (5) business days of such request.

8.1.12 ORGANIZATION will ensure that all Data in the possession of any subcontractors or agents to which the ORGANIZATION may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data is no longer needed for the specific purpose or at the termination of this Agreement.

8.2 ORGANIZATION understands that this Agreement does not convey ownership of FWISD's Data to ORGANIZATION. Any and all Data shared by FWISD pursuant to this Agreement is, and always will remain, the sole property of FWISD. Parties agree that all rights, including all intellectual property rights, to Data, shall remain the exclusive property of the District, and ORGANIZATION has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give ORGANIZATION any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

8.3 The ORGANIZATION will not request or handle PII data as part of this agreement. However, if modifications to this agreement are made which allow for the request or transfer of PII, the ORGANIZATION shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the Parties shall establish and implement at least the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of PII provided by each Party pursuant to this Agreement:

8.3.1 Access to the PII provided by the Parties will be restricted to only those authorized staff, officials, and agents of the Parties who need it to perform their official duties in the performance of the work requiring access to the PII as detailed in this Agreement.

8.3.2 The Parties will store the PII in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.

8.3.3 The Parties will protect PII in a manner that prevents unauthorized persons from retrieving the PII by means of computer, remote terminal, or other means.

9. NOTIFICATION OF AMENDMENTS TO POLICIES

9.1 ORGANIZATION shall not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.

9.2 ORGANIZATION shall provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and/or any similar policies/procedures thirty (30) days prior to the implementation of any such change. The District may terminate the Agreement with ORGANIZATION upon notification of the amendment to such terms without any penalty.

9.3 The terms and conditions in this Agreement will govern if there is a conflict between the terms or conditions listed in this Agreement and any terms or conditions listed in any applicable Terms of Use, Privacy Policy, and/or any similar policies/procedures of ORGANIZATION.

10. NOTICES

The following individuals are the contact points for each Party under this Agreement. These

individuals are responsible for the management and coordination of the requirements for each respective Party under this Agreement. Copies of correspondence related to the modification,

amendment, extension, or termination of this Agreement, or any other legal matter pertaining to this Agreement, shall be furnished to these individuals with additional copies to:

For the District:

Name: Marlon Shears
Title: Chief Information Officer
Address: Fort Worth Independent School District
100 N. University Dr. Suite 300
Fort Worth, TX 76107
Email: marlon.shears@fwisd.org

With a copy to:

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

For the ORGANIZATION:

Name: Kathryn Lusk
Title: Senior Director, Programs
Organization: Kaboom!, Inc.
Address: 4301 Connecticut Ave., NW, Ste ML-1
Washington, DC, 20008
Email: klusk@kaboom.org

11. RIGHT TO AUDIT

The District through its employees or agents shall have the right to audit ORGANIZATION's compliance with this Agreement. The District shall give ORGANIZATION five (5) business days' written notice of its intent to audit ORGANIZATION's compliance. ORGANIZATION shall cooperate fully with such an audit.

12. MISCELLANEOUS TERMS

- 12.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 12.2 Neither the District nor ORGANIZATION shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.
- 12.3 No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 12.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation, or warranty not recorded herein or added hereto without the consent of the Parties.

- 12.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.
- 12.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 12.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.
- 12.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 12.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 12.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 12.11 No Party shall have the right to commit the other Party to any contractual, legal, or financial liability unless said Party has received the prior agreement from the other Party in writing.
- 12.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of an exclusive relationship between ORGANIZATION and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 12.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act. In the event that either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 12.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 12.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas.
- 12.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

12.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

[SIGNATURE PAGE FOLLOWS]

13. SIGNATURE CLAUSE

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

Name of Organization **KABOOM!**

Fort Worth Independent School District

DocuSigned by:
By: Gerry Megas

By: Marion Shears

Name: **Gerry Megas**

Name: **Marion Shears**

Title: **Chief Financial Officer**

Title: **Chief Information Officer**

Date: **Date 8/18/2022**

Date: **8/18/22**

Approved as to Form:

[Signature]

**Fort Worth ISD Legal Counsel
(Required for Purchases valued at \$10,000.00 and above)**

Exhibit A
Data Overview and Specific Data Requested

Table 1: Data Overview

Student Data

School Years of Data Requested	School years 20-21, 21-22, 22-23, and 23-24
Students Included	<p>Aggregated student data at the following elementary schools:</p> <p><u>Program / treatment schools:</u> S.S. Dillow Elementary School Morningside Elementary School Seminary Hills Park Elementary School T.A. Sims Elementary School W.J. Turner Elementary School Western Hills Elementary School</p> <p><u>Comparison schools:</u> Carter Park Elementary School Greenbriar Elementary School Hubbard Heights Elementary School Oaklawn Elementary School Carroll Peak Elementary School Sam Rosen Elementary School Sagamore Hill Elementary School Springdale Elementary School Sunrise-McMillan Elementary School Van Zandt-Guinn Elementary School Maudrie M. Walton Elementary School Versia L. Williams Elementary School Worth Heights Elementary School</p>
Timeframe for Collection	FWISD will provide data as it becomes available.
Other	<p>ORGANIZATION is only requesting aggregated data for the listed elementary schools. In addition, we are asking for aggregated data for each grade level for each of the listed elementary schools.</p> <p>For example, if the listed elementary school serves students in grades Kindergarten through 5th grade, we are requesting aggregated data for the entire school, as well as for each grade (K, 1st, 2nd, 3rd, 4th, and 5th).</p> <p>We do NOT seek identified student data or other PII.</p>

Non-Student Data

Years Requested	School years 20-21, 21-22, 22-23, and 23-24
Timeframe for Collection	FWISD will provide data as it becomes available.
Other	<p>ORGANIZATION is only requesting aggregated data for listed elementary schools provided. In addition, we are asking for aggregated data for each grade level for each of the listed elementary schools.</p>

	<p>For example, if the listed elementary school serves students in grades Kindergarten through 5th grade, we are requesting aggregated data for the entire school, as well as for each grade (K, 1st, 2nd, 3rd, 4th, and 5th).</p> <p>We do NOT seek identified student data or other PII.</p>
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Table 2: Data Requested

Student Data

Data Type	Data Details
Student Identifiers	<ul style="list-style-type: none"> • N/A – student identifiers are not necessary since we are only requesting aggregated data.
Static Student Demographics	<ul style="list-style-type: none"> • Student enrollment based on official count date – by grade level for each listed school. • Student non-white population (all race/ethnicity other than white) by grade level for each listed school. •
Student Academics	<ul style="list-style-type: none"> • Percent of students at each grade level available at the listed schools that meet or exceed expectations/targets on the MAP Reading Assessment. If possible, would like data for each testing point/window during the school year (BOY, MOY, EOY). • Percent of students at each grade level available at the listed schools that meet or exceed expectations on the STAAR for Reading / English Language Arts.
Student Attendance and Referrals	<ul style="list-style-type: none"> • In-seat attendance rate (or equivalent) for identified elementary schools (and for each grade level). • Chronic absenteeism rate (or equivalent) for identified elementary schools (and for each grade level). • Number of discipline referrals. • Number of school suspensions / out of school suspensions •
Other	<ul style="list-style-type: none"> • Aggregated responses at the identified elementary schools for the following questions on the Annual FWISD Stakeholders’ Survey for students (or similar versions of the survey): I feel like I belong; I am happy to be at this school; I feel safe at this school; I feel like I am part of this school. •

Non-Student Data

Data Type	Data Details
Data Type	<ul style="list-style-type: none"> • Aggregated responses at the identified elementary schools for the following questions on the Annual FWISD Stakeholders’ Survey for teachers, principals, and parents/caregivers (or similar versions of the survey): <ul style="list-style-type: none"> • Teacher survey: This school places a priority on students’ health needs;

	<p>This school places a priority on students' physical activity.</p> <ul style="list-style-type: none"> Principal survey: This school places a priority on students' health needs; This school places a priority on students' physical activity: Lack of student physical activity is a problem at this school Parent survey: At this school, my child feels he/she belongs. <p>Number of parent engagement activities completed at each school</p> <p>Surveys must be vetted through Grants Compliance & Monitoring before administered to teachers, principals, and parents. The District retains the right to make any changes to the actual instrument and or survey administration process it deems necessary. If data is going to be used in any research peer reviewed presentations and/or publications, The Organization must submit to the District's Committee for External Research Request (CERR) process for approval.</p>
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Exhibit B

Data Sharing Process

Fort Worth Independent School District will utilize a secure solution for single sign-on and rostering or other secure methods of data transfer. The District will roster data in bulk directly from the District to mirror the District's SIS rosters. The District requires support for the following single sign-on methods at no additional charge to the District.

- Method One: OneRoster through Classlink
- Method Two: SAML or modern authentication methods
- Method Three: LTI (learning tools interoperability)

Describe Data Sharing Process

Kaboom will set up a secure version of their file storage system for Fort Worth ISD (FWISD) to upload the requested data. Kaboom will provide appropriate FWISD staff with a link to access the secure folder as well as the process to create credentials to access the file storage system. Since Kaboom is not requesting PII / student level data, we believe that this proposed solution will provide enough security and flexibility to facilitate the easy sharing of data between the organizations.

Exhibit C

Quote, Scope of Work, Response to Request for Proposal/Qualifications

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

**TOPIC: APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED AS OF OCTOBER 1, 2022**

BACKGROUND:

19 TAC §150.1001(b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351(c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005(c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Talent Management recommends the Board approve all Fort Worth ISD Campus Administrators, as defined in 19 TAC §150.005(b), who meet the above requirements, to serve as an appraiser on any campus.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

Talent Management recommends the Board approve all Fort Worth ISD Campus Administrators meeting selection criteria to serve as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three (3) years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three years (3) in a supervisory role directly related to the appraised area.
3. Minimum of one (1) year participation in the T-TESS evaluation system as an administrator.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified as of October 1, 2022
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified as of October 1, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

See attached list of elementary and secondary administrators with current T-TESS certification.
Talent Management
School Leadership
Division of Innovation

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCES:

Raúl Peña
Jerry Moore
David Saenz

	A	B	C	D	E
1	TTESS Apraisers for 2022-2023				
2	October 25, 2022 - Board Meeting				
3	Number and School Name	Position	First Name	Last Name	
4	014 Southwest HS	Assistant Principal	Lorin	Mobley	
5	045 Forest Oak MS - LA	Assistant Principal	Crystelle	Carr	
6	058 Stripling, W.C. MS	Assistant Principal	Jasma	Hayes	
7	062 International Newcomer	Assistant Principal	Kimberly	Fabela	
8	084 World Languages Institute	Assistant Principal	Robert	Thompson	
9	087 VPA/STEM I.M. Terrell HS	Assistant Principal	Tania	White	
10	117 Como ES - LA	Assistant Principal	Julie	Morgan	
11	126 East Handley ES	Assistant Principal	Joycelyn	Moore	
12	149 North Hi Mount ES	Principal	Laura	Stegall Armstrong	
13	162 Sagamore Hill ES	Assistant Principal	Kirsten	King	
14	168 Springdale ES	Assistant Principal	Carrie	Rodriguez-Flores	
15	169 Sunrise-McMillan ES	Assistant Principal	April	Stubbs	
16	187 J.T. Stevens ES	Assistant Principal	Beverly	Liberato	
17	228 PK Satelite Center	Principal	Crissy	Peterson-Smith	
18	GT Department	GT Coordinator	Melanie	Maxwell	

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

**TOPIC: APPROVE FIRST 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 First Reading - Revisions to Board Policies AE(LOCAL), AEA(LOCAL), EIF(LOCAL), FFBA(LOCAL) and FFH(LOCAL)
2. Decline to Approve First 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 First 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
October 25, 2022 BOARD MEETING**

- **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.

EDUCATIONAL PHILOSOPHY

AE
(LOCAL)

	<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>
Board's Constraints for the Board	<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.
Board Self-Evaluation	<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>
Superintendent's Evaluation	<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
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
October 25, 2022**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
SEPTEMBER 30, 2022 FOR GENERAL FUND AND CARRY-FORWARD
BALANCES FOR TAX RATIFICATION ELECTION FUND**

BACKGROUND:

The 2022 - 2023 General Fund was initially adopted on June 28, 2022. During the month of September 2022, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided. All requests are necessary in the normal course of District Operations. Also, the budget amendment includes prior-year carry-forward balances for the Tax Ratification Election (TRE). 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 September 30, 2022 for General Fund and Carry-Forward Balances for Tax Ratification Election Fund
2. Decline to Approve Budget Amendment for the Period Ended September 30, 2022 for General Fund and Carry-Forward Balances for Tax Ratification Election Fund
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCES: *Additional Details*

General Fund	Not Applicable
TRE	

COST:

Not Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

		September 30, 2022 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
5700				
5800				
5900		-		
Total		0	0	0
Function	Expenses			
11	Fund 198 - TRE carry-forward balances_Fine Arts	863,149		
	Fund 198 - TRE PO carry-forward_Fine Arts	5,373		
	Overall effect on Function 11	868,522	0	868,522
34	Fund 198 - TRE carry-forward balances_School Buses	14,660,788		
	Overall effect on Function 34	14,660,788	0	14,660,788
36	Fund 198 - TRE carry-forward balances_Athletics	559,547		
	Fund 198 - TRE PO carry-forward_Fine Arts	440		
	Overall effect on Function 36	559,987	0	559,987
51	Fund 198 - TRE carry-forward balances_Other Equip & Vehicles	1,411,666		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 51	1,411,666	0	1,411,666
52	Fund 198 - TRE carry-forward balances_Security	1,067,444		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 52	1,067,444	0	1,067,444
53	Fund 198 - TRE carry-forward balances_Technology	7,660,450		
	Campus/Dept. normal course of District operations			
	Overall effect on Function 53	7,660,450	0	7,660,450
Total		26,228,857	0	26,228,857

**General Fund
Budget Amendment
2022-2023**

	Consolidated General Fund 2022-2023 Original Budget	Adjustments	Consolidated General Fund 2022-2023 Amended Budget 9/30/2022
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	485,767,032	\$0	\$485,767,032
5800 State Revenue	260,945,145	0	260,945,145
5900 Federal Revenue	29,419,955	0	29,419,955
7900 Other Sources	3,000,000	0	3,000,000
Total Revenue & Other Sources	\$779,132,132	\$0	\$779,132,132
<u>EXPENDITURES</u>			
11 Instruction	\$452,033,681	(\$1,612,326)	\$450,421,355
12 Instruction Resources and Media Services	\$12,522,691	\$156,257	\$12,678,948
13 Curriculum and Instructional Staff Development	\$11,588,543	\$214,463	\$11,803,006
21 Instructional Administration	\$15,604,617	\$1,265,930	\$16,870,547
23 School Administration	\$52,130,748	\$25,801	\$52,156,549
31 Guidance and Counseling Services	\$48,301,359	(\$188,515)	\$48,112,844
32 Social Work Services	\$5,160,819	\$31,170	\$5,191,989
33 Health Services	\$11,801,053	\$500	\$11,801,553
34 Student Transportation	\$25,636,424	\$14,660,787	\$40,297,211
35 Food Services	\$472,192	\$4,000	\$476,192
36 Cocurricular/Extracurricular Activities	\$19,090,722	\$562,388	\$19,653,110
41 General Administration	\$23,664,497	\$90,400	\$23,754,897
51 Plant Maintenance and Operations	\$97,446,076	\$2,307,544	\$99,753,620
52 Security and Monitoring Services	\$12,966,454	\$1,068,694	\$14,035,148
53 Data Processing Services	\$32,399,829	\$7,644,333	\$40,044,162
61 Community Services	\$5,275,169	(\$27,870)	\$5,247,299
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$1,580,914	(\$72,328)	\$1,508,586
95 Payments to Juvenile Justice Alt Ed Program	\$0	\$97,629	\$97,629
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,000,000	\$0	\$3,000,000
Total Budgeted Expenditures	\$833,675,788	\$26,228,857	\$859,904,645
Total Deficit	(\$54,543,656)	(\$26,228,857)	(\$80,772,513)
Beginning Fund Balance (Unaudited)	297,928,741		297,928,741
Fund Balance-Ending (Unaudited)	\$243,385,085		\$217,156,228

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDED
SEPTEMBER 30, 2022 FOR DEBT SERVICE FUND**

BACKGROUND:

The Debt Service Fund was initially adopted on June 28, 2022. During September 2022, the District decreased revenue due to net certified levy, increased miscellaneous revenue due to increase in homestead exemptions and issued bonded debt. This amendment provides for the budgetary changes in Debt Service Fund associated with those transactions. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended September 30, 2022 for Debt Service Fund
2. Decline to Approve Budget Amendment for the Period Ended September 30, 2022 for Debt Service Fund
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Debt Service Fund Not Applicable

COST:

Not Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Campuses and Departments as necessary

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District
 Debt Service Fund
 Budget Amendment for 22-23

Revenues	Proposed Budget		
	2022-2023 Adopted	Adjustment	2022-23 Revised
5711 - Taxes Current Year Levy	\$ 146,945,727	\$ (7,588,101)	\$ 139,357,626
5719 - Taxes Penalty and Interest	845,710	-	845,710
5742 - Earnings Temp Dep Invest	54,948	-	54,948
5829 - Misc State Program Revenues	1,581,259	915,015	2,496,274
Total Revenues	\$ 149,427,644	\$ (6,673,086)	\$ 142,754,558
Expenditures - Function 71			
6511-Bond Principal	71,835,000	17,000,000	88,835,000
6521-Interest on Bonds	48,622,163	2,916,702	51,538,865
6599-Other Debt Service Fees	15,000	10,000	25,000
Total Expenditures	\$ 120,472,163	\$ 19,926,702	\$ 140,398,865
Revenue Over (Under) Expenditures	\$28,955,481	(\$26,599,788)	\$2,355,693

- (a) Decrease due to actual net certified levy as of July 25, 2022.
- (b) Increase due to preliminary hold harmless calculation reflecting increase in homestead exemption from \$25K to \$40K.
- (c) Increase due to the issuance of the 2022 bonds in the amount of \$150M.
- (d) Increase due to additional debt service fees due to issuance of the bonds.

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **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**

BACKGROUND:

On June 28, 2022, the Board approved an Interlocal Agreement with Tarrant County (County) for parking lot improvements at Service Center II located at 601 East Northside Drive. The Interlocal Agreement states that the District will furnish all paving materials for the project, which has been standard; however, in the past, the District has reimbursed the County for the materials, and the County in turn paid their vendors. The County is now requiring that the District use the County's vendors for the materials and the District pay those vendors directly.

The County is in the Request for Proposal (RFP) process and District Operations is requesting the Superintendent approve the County's selections to ensure paving projects may proceed quickly. The amount for the total project remains a not-to-exceed \$151,404, as approved during the June 28, 2022, Board meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

Not Applicable

VENDOR:

Superintendent to Authorize County's Vendor Selections

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Not Applicable

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

Fort Worth ISD Service Center II
District Operations

RATIONALE:

The County provides paying services to the District at a substantial savings.

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: 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

BACKGROUND:

As part of the 2017 Bond Election, the Board of Trustees approved authorization to enter into construction contracts for the renovation of multiple high school locations. This is a supplemental purchase of FF and E to provide Automatic Electronic Defibrillators for those locations.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017	671-81-XXXX-B43-001-99-000-001102.....	\$6,396.30
	671-81-XXXX-B43-002-99-000-002102.....	\$2,132.10
	671-81-XXXX-B43-003-99-000-003102.....	\$6,396.30
	671-81-XXXX-B43-004-99-000-004201.....	\$2,132.10
	671-81-XXXX-B43-005-99-000-005212.....	\$4,264.20
	671-81-XXXX-B43-006-99-000-006202.....	\$4,264.20
	671-81-XXXX-B43-008-99-000-008203.....	\$4,264.20

671-81-XXXX-B43-009-99-000-009202.....	\$4,264.20
671-81-XXXX-B43-010-99-000-010212.....	\$6,396.30
671-81-XXXX-B43-011-99-000-011211.....	\$4,264.20
671-81-XXXX-B43-014-99-000-014212.....	\$2,132.10
671-81-XXXX-B43-015-99-000-015202.....	\$4,264.20
671-81-XXXX-B43-016-99-000-016212.....	\$6,396.30
671-81-XXXX-B43-083-99-000-083131.....	\$4,264.20

COST:

\$61,830.90

VENDOR:

William V. MacGill – *TASB BuyBoard Contract # 610-20*

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Bid – Bid Summary / Evaluation

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

Capital Improvement Program

Campus	Job Number
Amon Carter-Riverside High School	001-102
Arlington Heights High School	002-102
South Hills High School	003-102
Diamond Hill Jarvis High School	004-201
Dunbar High School	005-212
Eastern Hills High School	006-202
North Side High School	008-203
Polytechnic High School	009-202
Paschal High School	010-212
Trimble Tech High School	011-211
Southwest High School	014-212
Western Hills High School	015-202
O. D. Wyatt High School	016-212
Young Men's Leadership Academy	083-131

RATIONALE:

The purchase of automatic electronic defibrillators is necessary for newly renovated spaces at the sites listed above.

INFORMATION SOURCE:

Joseph Coburn

William V. MacGill

Quotation

Date Jul 29, 2022	Page 1
Quote Number QT0082181	

1000 N. Lombard Road
Lombard, IL 60148
Phone: (630) 889-0500
Fax: (800) 727-3433

Sold To:

FORT WORTH I.S.D
100 N UNIVERSITY DR
SUITE NW 140-E
ACCOUNTS PAYABLE
FORT WORTH, TX 76107
US

Ship To:

FORT WORTH I.S.D
100 N UNIVERSITY DR
SUITE NW 140-E
ACCOUNTS PAYABLE
FORT WORTH, TX, 76107
US

Reference EMAIL QUOTE	PO Number EMAIL QUOTE	Customer No. 76107-100	Salesperson	Order Date Jul 29, 2022	Ship Via 1	Terms N30
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Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
29	12496	**ZOOM*(SHIP FROM MFG) ZOLL AED PLUS SEMI-AUTO DEFIBRILLATOR	1,709.05	Ea.	49,562.45
29	20491	(SHIP MFG) AED CABINET WITH AUDIBLE ALARM & STROBE LIGHT	284.05	Ea.	8,237.45
29	12325	TRIANGULAR AED SIGN	16.64	Ea.	482.56
29	12301	**ZOOM**(SHIP FROM MFG) ZOLL AED PLUS SOFT CARRYING CASE	113.05	Ea.	3,278.45
29	15220	ADULT/CHILD/INFANT CPR MASK SYSTEM	9.31	Ea.	269.99

Comments: FREE SHIPPING ON ORDERS OVER \$65.00 TO ONE LOCATION. EXPIRES 12/29/22	Tax Summary:		Less	
	ILGOV	0.00	Included Tax	0.00
			Order Discount	0.00
			Subtotal	61,830.90
	283		Total sales tax	0.00
		Total order	61,830.90	

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH REEDER + SUMMIT JOINT VENTURE FOR JOB #171-011 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On March 31, 2020, the Board of Trustees approved the authorization to enter a contract with a Construction Manager at Risk (CMAR), Reeder + Summit Joint Venture for pre-construction services for Job No. 171-011 CMAR Request for Quote (RFQ) #20-004), Tanglewood Elementary School. On April 28, 2020, the Board of Trustees approved the authorization of the Guaranteed Maximum Price that included the expansion of the existing library, science classroom, computer lab, art classroom, and a teacher lounge. In addition, renovations included life cycle items, collaboration/makerspaces, and playground equipment.

<u>Board Date</u>	<u>Item</u>	<u>Activity</u>	<u>Remaining</u>
July 17, 2018	Budget - Initial Scope	\$4,252,500.00	\$4,252,500.00
May 14, 2019	Use of CIP 2013 Funds	\$2,100,000.00	\$6,352,500.00
March 31, 2020	Pre-Construction	(\$2,500.00)	\$6,350,000.00
April 28, 2020	GMP	(\$6,350,000.00)	\$0.00

Original Contract with Guaranteed Maximum Price:	\$6,350,000.00	Original Substantial Completion Date:	August 10, 2021
Final Deductive Change Order:	(\$151,338.41)	Substantial Completion Date Increased:	63 days
Final Contract Amount:	\$6,198,661.59	Final Substantial Completion Date:	October 12, 2021
Previously Paid:	\$5,888,728.47		
Final Payment Due:	\$305,181.89		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract with Reeder + Summit Joint Venture for Job #171-011 and Authorize Final Payment in Conjunction with the Capital Improvement Program
2. Decline to Approve Closeout Contract with Reeder + Summit Joint Venture for Job #171-011 and Authorize Final Payment in Conjunction with the Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017	671-00-2116-000-000-000-000000.....	\$200,181.88
CIP 2013	681-00-2116-000-000-000-000000.....	\$105,000.01

COST:

\$305,181.88

VENDOR:

Reeder + Summit Joint Venture

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
Tanglewood Elementary School

RATIONALE:

Reeder + Summit Joint Venture has completed all work as required per the terms of their Contract for an addition and renovations at Tanglewood Elementary School. The work has been inspected by Bennet Benner Partners and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

INFORMATION SOURCE:

Joseph Coburn

CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: APPROVE CLOSEOUT CONTRACT WITH HESTER ENVIRONMENTAL, LP DBA TEAM ENTERPRISE FOR JOB #005-212 [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 (CIP) in an amount not-to- exceed of \$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 of \$4,000,000 (RFP #19-002).

A facility hazardous material survey and sampling work identified hazardous materials and prepared abatement design documents for Dunbar High School. On December 10, 2019, the Board of Trustees gave authorization to enter into a contract for JOC HAZMAT abatement services with Hester Environmental, LP dba TEAM Enterprise in an amount not-to-exceed of \$1,224,300.00 for this service.

Original Contract Amount:	\$1,082,130.32
Final Deductive Change Order:	(\$50,469.66)
Final Contract Amount:	\$1,031,660.66
Previously Paid:	(\$980,077.63)
Final Retainage Payment Due:	\$51,583.03

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

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

COST:

\$51,583.03

VENDOR:

Hester Environmental, LP dba TEAM Enterprises

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
Dunbar High School

RATIONALE:

Hester Environmental, LP dba TEAM Enterprises has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement. The work has been inspected by Primer Professional Service Group, LLC, 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
October 25, 2022

TOPIC: **APPROVE ADDITIONAL SPENDING AUTHORITY FOR FURNITURE, FIXTURES AND EQUIPMENT (FF AND E) FOR SOUTH HILLS HIGH SCHOOL JOB #003-102 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 South Hills High School (Job #003-102 / Request for Qualifications (RFQ)#19-104) on July 16, 2019. The Furniture, Fixtures and Equipment (FF and E) for this project is purchased in phases as the addition/renovations in specific areas are completed. On July 21, 2020, the Board of Trustees authorized the purchase of furniture, fixtures, and equipment for the South Hills High School addition/renovation project in an amount not-to-exceed \$2,009,700.

During the final phases for construction, there is additional FF and E needed to complete the project. The FF and E budgets were originally based on a percentage of the overall project and a Board document was approved with a not-to-a-exceed amount. In this instance, the budget was not quite enough to cover all spaces/rooms that were renovated. We are requesting additional money from the project to be moved to the FF and E budget so the District can purchase furniture for the last two (2) phases, the JROTC and Culinary areas. The money will be pulled from the construction contingency account.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for South Hills High School Job #003-102 in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for South Hills High School Job #003-102 in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

CIP 2017 671-81-XXXX-B43-003-99-000-003102

COST:

Not-to-Exceed - \$140,000

VENDOR:

School Specialty – *RFP #19-005*

PURCHASING MECHANISM:

Competitive Solicitation

Bid Statistics

Bid number: 19-005

Number of Bid/Proposals received: 15

HUB Firms: 1*

Compliant bids: 8

Purchasing Support Documents Needed:

Bid – Bid Summary / Evaluation

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

Capital Improvement Program
South Hills High School

RATIONALE:

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

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE RATIFICATION OF THE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR SCHOOL RESOURCE OFFICERS FOR THE 2022 – 2023 SCHOOL YEAR**

BACKGROUND:

Fort Worth Independent School District (Fort Worth ISD) and the City of Fort Worth are entering into a Memorandum of Understanding (MOU) for police officers participating in the School Security Initiative. The annual contract period is from October 1, 2022, through September 30, 2023. The initiative is a multi-faceted cooperative program between Fort Worth ISD and the Fort Worth Police Department to provide a safe and secure environment for education. The District will pay 50% of all personnel costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the Interlocal Agreement with the City of Fort Worth for School Resource Officers for the 2022 - 2023 School Year
2. Decline to Approve Ratification of the Interlocal Agreement with the City of Fort Worth for School Resource Officers for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

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

COST:

Not-to-Exceed - \$4,422,312.47

VENDOR:

City of Fort Worth

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Safety and Security
All Schools

RATIONALE:

Fort Worth ISD is partnering with the City of Fort Worth to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Fort Worth and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar

INTERLOCAL AGREEMENT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

FORT WORTH INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for the School Resource Officer Program ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Fernando Costa**, its duly authorized Assistant City Manager, and the **Fort Worth Independent School District ("FWISD" or "District")**, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent District ("District"), acting by and through **Angélica M. Ramsey**, its duly authorized **Superintendent**.

RECITALS

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT;

WHEREAS, the citizens of Fort Worth and the City Council have determined that the security of students is paramount;

WHEREAS, District wishes to participate in the School Resource Officer Program ("SRO Program") through which City provides school security to participating school districts with facilities within the City's territorial limits using City's police officers; and

WHEREAS, City will receive funds through the Fort Worth Crime Control and Prevention District ("CCPD") to assist in funding City's portion of the SRO Program costs.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the Parties agree as follows:

AGREEMENT DOCUMENTS:

The Agreement documents shall include the following:

1. This Agreement for the SRO Program
2. Exhibit A – Scope of Services
3. Exhibit B – Payment Schedule
4. Exhibit C – Roles and Responsibilities for Officers

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

The term “District” shall include the District, and its officers, agents, employees, representatives, servants, contractors or subcontractors.

The term “City” shall include its officers, employees, agents, and representatives.

The term “Party” shall refer to either the City or the District.

The term “Parties” shall refer to both the City and the District.

1. SCOPE OF SERVICES.

In partnership with the District, City hereby agrees to provide the District with school security services for the purpose of creating a safe educational environment. The City will provide Fort Worth Police Department (“FWPD”) officers at District schools within the territorial limits of Fort Worth. The District covenants and agrees to fully cooperate with the City in the implementation of the SRO Program. Attached hereto and incorporated for all purposes incident to this Agreement is “**Exhibit A,**” **Scope of Services**, more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence on October 1, 2022 (“Effective Date”) and shall continue in full force and effect until September 30, 2023, unless terminated earlier in accordance with the provisions of this Agreement.

3. CONSIDERATION.

The District shall pay City **\$4,422,312.47** (the “Agreement amount”) in accordance with the provisions of this Agreement and the Payment Schedule attached as “**Exhibit B.**” Such Agreement amount is based upon fixed expenditures for personnel and operating costs for police officers assigned to the SRO Program. The District will be required to have at least one officer assigned per 1,500 students in any school that an officer is assigned. The Agreement amount represents 50% of all personnel and operating costs incurred by the City for the **forty-four (44) police officers** assigned to the District. The District will be required to accept the assignment of additional police officers to accommodate the proper ratio between student body and on-campus police officers. If additional officers are required pursuant to this section, the District shall pay City an additional \$158,970.00

annually per additional officer. The Agreement amount is a projected figure based upon estimated costs for the program for the coming City Fiscal Year.¹ The Agreement amount also includes the District's proportional share of the personnel, training and operating costs of the FWPD command staff that oversee the SRO Program. The command staff costs are shared by all participating school districts, and the participating school districts pay a proportional amount of the command staff costs based on the number of SRO Program officers assigned to each participating school district. The command staff includes one (1) detective, five (5) sergeants, two (2) relief police officers, and one (1) lieutenant assigned to the SRO Program. In addition, the Agreement amount includes the District's proportional share of the administrative operating fees of SRO-assigned patrol vehicles.

In the event that an officer is on leave due to an occupational injury, the Agreement Amount shall not be reduced or amended due to such absence unless agreed by both Parties in writing.

It is understood and agreed that District shall remit funds to the City within thirty (30) calendar days following receipt of an official invoice. Invoices shall be provided by City to District on a monthly basis.

In connection with the City's annual budget process, following the end of each Fiscal Year, funding shall be subject to a "true up" process in accordance with this paragraph. The City shall compare the actual costs of the prior Fiscal Year's program with the projected/budgeted amount for the current Fiscal Year and calculate any deviation between the two. The City shall notify the District of such deviation on or before the ninetieth (90th) day of the new Fiscal year. Any deviation will be reconciled with District by one of the following methods: (1) adjusting the projected/budgeted amounts for the next Fiscal Year's School Resource Officer contract; or (2) if the parties elect not to enter into another contract for the next Fiscal year, a direct payment of funds to the District, if the actual costs of the program were less than the projected costs program; or a direct payment of funds to the City if the actual costs exceed the projected costs of the program. Regardless of such true up process, in no event shall the contract amount exceed \$4,647,269.04.

4. TERMINATION.

4.1 CCPD Funds

This Agreement is wholly conditioned upon the actual receipt by City of Program Funds from the CCPD. In the event that funds from the CCPD are not timely received, in whole or in part, City may, at its sole discretion, terminate this Agreement and City shall not be liable for payment for any work or services performed by District under or in connection with this Agreement. Before terminating this Agreement for the reason stated above, City will provide written notice to District and provide District with 15 days to cure deficiency.

¹ Fiscal Year shall be defined as: the twelve-month period beginning October 1 and ending September 30, or such alternate twelve-month period as approved in writing by the City.

4.2 Convenience.

Either Party may terminate this Agreement at any time and for any reason by providing the other Party with 30 days' written notice of termination.

4.3 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by either the City nor the District in any fiscal period to fund the SRO Program, that Party will notify the other Party of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to that Party of any kind whatsoever.

4.4 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the District shall pay City for services actually rendered up to the effective date of termination and City shall continue to provide the District with services requested by the District and in accordance with this Agreement up to the effective date of termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for the appropriately prorated unpaid balance due on the Agreement Amount for services rendered and District shall remit payment in full within thirty (30) days after the date of such invoice.

5. **DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1 Disclosure of Conflicts. Both Parties hereby warrant to the other Party that they have made full disclosure in writing of any existing or potential conflicts of interest related to services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, the Parties hereby agree immediately to make full disclosure to the other Party in writing.

5.2 Confidential Information. The Parties, each for itself and its officers, agents and employees, agree that they shall treat all information provided to it by the other Party as confidential and shall not disclose any such information to a third party without the prior written approval of the other Party.

5.3 Unauthorized Access. The Parties shall store and maintain City and District Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City or District Information in any way. The Parties shall notify the other Party immediately if the security or integrity of any City or District information

has been compromised or is believed to have been compromised, in which event, the Party shall, in good faith, use all commercially reasonable efforts to cooperate with the other Party in identifying what information has been accessed, modified, deleted or otherwise corrupted by unauthorized means and shall fully cooperate with the other Party to protect such information from further unauthorized tampering.

5.4 Federal Law Enforcement Database Access. If District, or any District Personnel, has access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System (“FIRS”), Interstate Identification Index System (“III System”), National Crime Information Center (“NCIC”) or National Fingerprint File (“NFF”), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 (“CFR Part 20”), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City under this Agreement, District shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6. RIGHT TO AUDIT.

Each Party agrees that the other Party shall, until the expiration of three years after final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the Party. Each Party agrees that the other Party shall have access during normal working hours to all necessary District facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The requesting Party shall give the other Party reasonable advance notice of intended audits.

Section 6 shall survive the termination or expiration of this Agreement.

7. INDEPENDENT CONTRACTOR.

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. City shall operate hereunder as in independent contractor and not as an officer, agent, servant, or employee of the District. City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, or employees of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or District.

8. PROPERTY LOSS.

The Parties shall in no way nor under any circumstances be responsible for any property belonging to the other Party, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

9. PROVISIONS REGARDING AGE.

City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in the performance of this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

10. LIABILITY/INDEMNIFICATION.

“TO THE EXTENT PERMITTED BY LAW, AND WITHOUT THE WAIVER OF ANY IMMUNITY OR DEFENSE, EACH PARTY SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF ITS OWN OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 10 shall survive the termination or expiration of this Agreement.

11. NON-DISCRIMINATION COVENANT.

Each Party, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of its duties and obligations hereunder, shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law.

Section 11 shall survive the termination or expiration of this Agreement.

12. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth

Attn: Fernando Costa
Assistant City Manager
200 Texas Street
Fort Worth, Texas 76102-6311

With Copy to the City Attorney
at same address

FWISD

Attn: Angélica M. Ramsey
Superintendent
100 N. University Drive
Fort Worth, Texas 76107

With Copy to District's General Counsel
at same address

13. GOVERNMENTAL POWERS/IMMUNITIES.

It is understood and agreed that by execution of this Agreement, the Parties do not waive or surrender any of their governmental powers or immunities.

14. NO WAIVER.

The failure of the City or District to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or District's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

15. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

16. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. FORCE MAJEURE.

City and District shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, epidemics or pandemics, material or labor restrictions by any governmental authority, transportation problems, restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States, civil disturbances, other national or regional emergencies, and/or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively “Force Majeure Event”). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it hinders the party’s performance, as soon as reasonably possible, after the occurrence of the Force Majeure Event. The form of notice required by this section shall be the same as section 12 above.

18. Prohibition on Boycotting Energy Companies

City acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the District is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the District with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, City certifies that City’s signature provides written verification to the District that City: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

19. Prohibition on Discrimination Against Firearm and Ammunition Industries

City acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the District is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the District with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts

2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, City certifies that City's signature provides written verification to the District that City: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

20. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

21. APPROVAL OF AGREEMENT.

The governing bodies of City and District have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the City and District to sign this Agreement on behalf of the governing bodies.

22. REVIEW OF COUNSEL.

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or exhibits hereto.

23. AMENDMENTS.

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

24. ENTIRETY OF AGREEMENT.

This Agreement, including Exhibits A and B, contains the entire understanding and agreement between the City and District, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

25. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

26. BODY WORN CAMERAS.

City and District agree that any use of body-worn cameras by FWPB officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). City shall use its best efforts to notify the District at least two weeks before its SRO Program officers assigned to the District are to begin use of BWCs, and will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. Every SRO Program officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, the SRO Program Officers shall adhere to the objectives and procedures outlined in this Agreement and the Fort Worth Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer's knowledge of the facts and circumstances of the incident which was videoed. The Parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA. In the event the District determines that such educational record is required to be released to the public or to a parent or a student under FERPA, the District agrees, prior to release of such records, to provide the City advanced written notice sufficient for the City to determine if a protective order or other injunctive relief may be required to protect the confidentiality of the record.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

**APPROVED AND AGREED FOR CITY
OF FORT WORTH**

Fernando Costa
Assistant City Manager
Date: _____

APPROVAL RECOMMENDED

Neil Noakes
Chief of Police

**APPROVED AS TO FORM AND
LEGALITY FOR CITY OF FORT
WORTH**

Taylor Paris
Assistant City Attorney

**By signing I acknowledge that I am the
person responsible for the monitoring and
administration of this contract, including
ensuring all performance and reporting
requirements.**

Sasha Kane
Sr. Contract Compliance Specialist

ATTEST

Jannette Goodall
City Secretary

Date: 9/13/2022
M&C No. 22-0711
Form 1295 Certification No: NOT REQUIRED

**ATTEST
APPROVED AND AGREED FOR
FWISD**

Dr. Angélica M. Ramsey
Superintendent

Tobi Jackson
Board President

**APPROVED AS TO FORM AND
LEGALITY FOR FWISD**



FWISD General Counsel

EXHIBIT A

SCOPE OF SERVICES

1. City, through the commander of the SRO Program, shall assign FWPB officers to specific schools within the District to provide school security and officers shall work directly with the District's school principals.
2. There shall be forty-four (44) City police officers assigned to the District for the SRO Program. In addition, there shall be a command staff comprised of one: (1) detective; five (5) sergeants; two (2) relief police officers; and one (1) lieutenant assigned to the SRO Program. The Lieutenant shall command the SRO Program. **The District shall submit a written request for additional Police Officers to City ten (10) months prior to the start of a new Fiscal year (the end of the month of December).**
3. Assigned officers shall have the SRO Program as their primary duty, and will not be regularly assigned additional police duties. City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.
4. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, FWPB officers from other units may be assigned temporarily to provide coverage. City shall not provide replacements for officers who are on leave due to an occupational injury. Replacement officers, when available, will be assigned to District when the assigned police officer's absence is for an extended period of time.
5. City shall provide to the officers assigned to the SRO Program all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.
6. The City shall maintain emergency response plans for every school within their jurisdiction. To the extent allowed under Texas law, these plans shall be kept confidential within the Fort Worth Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts

from the plan necessary for implementation. City's Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

7. All police personnel assigned to the SRO program will remain subject to the rules and regulations applicable to all sworn personnel, including General Orders, Special Orders, Personnel Rules and Regulations, directives, and other applicable law.
8. City understands and agrees that all School Resource Officers under this Agreement will be required to attend District sponsored Racial Equity training at the discretion of the District. The District agrees to facilitate the training and to coordinate with the City a training schedule and curriculum acceptable to both Parties.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT B

PAYMENT SCHEDULE

District will remit 11 payments at \$368,526.04 per month within 30 days of receipt of an invoice from the City and the final payment of \$ 368,526.03 The failure of District to pay an invoice within 30 days of receipt.

	$\$368,526.04 \times 11 =$	$\$4,053,786.44$
Final Payment		\$ 368,526.03
Total Payments		\$4,422,312.47

Exhibit C
Roles and Responsibilities for Officers

SRO will collaborate with school administrators to establish and maintain a safe and secure learning environment.

SRO will assist with conflict resolution efforts and build a positive rapport with students, parents, visitors and campus staff.

SRO will conduct activities that will help to maintain order, by enforcing state laws and city ordinances.

SRO will conduct foot patrols and monitoring of District campuses to deter criminal activity.

SRO will work closely with school administration to develop and train school staff in responding to various crisis situations once approved by SRO's chain of command as well as the districts Safety & Security department.

SRO may, when available, attend and participate in school events such as drills, assemblies, and other daytime school activities, as needed and requested by campus administration and approved by SRO's supervisor.

SRO will assist campus administration in the removal of any unauthorized persons on the campus during their shift.

SRO will assist school administration with campus security and safety concerns.

SRO will consult with the campus threat assessment team created by Senate Bill 11 for the purposes of assessing risks and threats in school.

SRO may assist with traffic on public and school property to ensure proper traffic flow around school campuses.

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE RATIFICATION PURCHASE OF STUDENT MOBILE
DEVICE DISTRIBUTION SERVICES**

BACKGROUND:

The District purchased laptops and tablets for campuses as a part of replacing aging student computing devices. In addition, services are urgently needed to assist in the distribution of new student devices in preparation for the upcoming online State testing requirements. The proposed distribution services will include collecting current student computing devices, distributing new laptops and tablets, and recording device hardware information into the District’s asset management system.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Purchase of Student Mobile Device Distribution Services

FUNDING SOURCE: **Additional Details**

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

COST:

\$209,016

VENDOR:

Riverside Technologies Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

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

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

All Campuses

RATIONALE:

The distribution of student devices is critical to replacing aged technology and putting devices in students' hands that meet criteria for assessment tests. There was a need for ratification to allow for distributions to begin before the next board meeting.

INFORMATION SOURCE:

Marlon Shears



088589 v1 - Deployment Services

Quote #088589 v1

Prepared For:

Fort Worth ISD

Main
Henry Garcia
100 N University Dr.

Fort Worth , TX 76107

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

Contract: **21-091-C**

Prepared by:

RTI

Brittany Jepsen
105 Gateway Dr.
PO Box 1547
North Sioux City, SD 57049

P: 866.804.4388
E: bjepsen@1rti.com

Date Issued:

09.29.2022

Expires:

12.30.2022

Services	Price	Qty	Ext. Price
RTFDS-T0024 In Building Deployment Services	\$9.00	23224	\$209,016.00
Subtotal:			\$209,016.00

Quote Summary	Amount
Services	\$209,016.00
Total:	\$209,016.00

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

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE RATIFICATION OF PURCHASE OF CAREER AND
TECHNICAL EDUCATION CULINARY EQUIPMENT****

BACKGROUND:

The current Culinary Programs at Trimble Tech High School, O.D. Wyatt High School, and Poly Technical High School were updated and enhanced to provide students with state-of-the-art technical and career training facilities. The learning experiences will prepare the students for the real-world working environment. The upgrades and enhancements will provide students with an opportunity to obtain ServSafe Manager certification and Certified Fundamentals Cook industry-based certification in the Culinary Arts Program. This equipment was purchased following the April 26, 2022, approval of a budgetary transfer from the Capital Improvement Program (CIP) fund to Career and Technical Education (CTE) for completing the equipment needs related to the 2017 Bond. Equipment such as industrial stoves, industrial fryers, industrial ovens and supplies were purchased.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of Career and Technical Education Culinary Equipment
2. Decline to Approve Ratification of Purchase of Career and Technical Education Culinary Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Purchase of Career and Technical Education culinary equipment

FUNDING SOURCE

Additional Details

CIP 2017	673-81-6639-CTE-011-99-000-000000.....	\$24,499.98
	673-81-6639-CTE-016-99-000-000000.....	\$36,380.60
	673-81-6639-CTE-009-99-000-000000.....	\$49,886.57

COST:

Not-to-Exceed - \$110,767.15

VENDOR:

Shepherd Food Equipment

PURCHASING MECHANISM

Competitive Solicitation

Purchasing Support Documents Needed:

Bid Number: 21-071-C

PARTICIPATING SCHOOL/DEPARTMENTS

Polytechnic High School
Trimble Tech High School
O.D. Wyatt High School

RATIONALE:

The purchase of the culinary equipment is to support the teacher in preparing students for careers and educational opportunities related to the planning, directing, or coordinating activities of a food and beverage business. The new equipment offers students real-world experiences and activities to enhance their culinary skills and explore their interests within the foodservice industry.

INFORMATION SOURCE:

David Saenz



Purchase Order

Fiscal Year 2022

Page: 1 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82224358 - 00**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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SOUTH HILLS HS
6101 MCCART
FORT WORTH, TX 76133
Phone: 817-814-7000
Fax: 817-814-7050

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237031		MARIO HERNANDEZ	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	DOUBLE DECK CONVECTION OVEN Job Code: FWSHHS01 Southbend Model No. PCR-2G - Energy Star Compliant - Patented, high efficiency, non-clog Inshot burners - 53,000 BTU (NAT or LP) per oven cavity - Available standard depths - Double deck convection oven is 66.8" in height - Patented "plug-in, plug-out" control panel - Slide out control panel for full view servicing - Stainless Steel front, top and sides - Dependent glass doors (Full 180° opening) - Energy saving high efficiency glass windows - Heat keeping dual door seal system - Coved, fastener-free, porcelain interior - Stay cool heavy duty door handle - Soft Air, two speed, 1/2 hp, fan motor - 11-position rack guides and 5 plated oven racks - Electronic ignition with solid state temperature controls - Forced cool down fan mode - Oven "heat" light cycles with burners - Oven "ready" light - Interior oven lights - ServiceFirst™ Qualified	1.0	EACH	\$9,000.00	\$9,000.00		
2	RANGE, 36", 6 OPEN BURNERS Southbend Model No. 4362D Ultimate Restaurant Range, gas, 36", (6) non-clog burners, wavy grates, standing pilot, (1) standard oven with battery spark ignition, includes (1) rack, 22-1/2" flue riser with shelf, stainless steel front, sides, shelf & 6" adjustable legs, 207,000 BTU, CSA, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document	1.0	EACH	\$4,873.75	\$4,873.75		

Purchase Order Total				\$49,755.85			
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

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Purchase Order

Fiscal Year 2022

Page: 2 of: 5

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224358 - 00**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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SOUTH HILLS HS
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FORT WORTH, TX 76133
Phone: 817-814-7000
Fax: 817-814-7050

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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237031		MARIO HERNANDEZ	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/02/2022	5368	04/28/2022			MAINTENANCE DEPARTMENT		
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
	for details) Domestic Shipping, inside of North America Standard one year limited warranty (range) Natural Gas						
3	Flame failure, for type 1 & 2 open top burners, 2 & 3 foot manual griddles only (does not include spark ignition option)	1.0	EACH	\$633.82	\$633.82		
4	Battery spark ignition (for open top burners, charbroilers, hot tops and griddles)	1.0	EACH	\$162.07	\$162.07		
5	Casters, 2 locking & 2 standard, in lieu of legs	1.0	EACH	\$347.16	\$347.16		
6	P36-RAD Platinum Compact Radiant Broiler, gas, 36", riser mount, (4) radiant burners, (5) rack positions, (1) chrome plated rack, dual valve control, counter balanced rack system, stainless steel front & sides, 40,000 BTU, CSA, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document for details) Assembly: Flue riser mounting and interpiping at no additional charge	1.0	EACH	\$3,538.84	\$3,538.84		
7	Extra oven rack	1.0	EACH	\$133.17	\$133.17		
8	HD RANGE, 32", 16" GRIDDLE, 16" CHARBROILER Southbend Model No. P32C-GC Platinum Heavy Duty Range, gas, 32", (1) 16" griddle, 1" thick plate, (1) 16" charbroiler, cast iron grates, manual controls, (1) cabinet base, stainless steel radiants, front, sides, exterior bottom & 6" adjustable legs, 80,000 BTU, cCSAus, CSA Flame, CSA Star, NSF (Note: Qualifies for Southbend's Service First™	1.0	EACH	\$10,849.91	\$10,849.91		
Purchase Order Total					\$49,755.85		

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Purchase Order

Fiscal Year 2022

Page: 3 of: 5

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Purchase Order # **82224358 - 00**

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PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	Program, see Service First document for details) Domestic Shipping, inside of North America Standard (1) year limited parts and labor warranty (reference warranty document for details) NOTE: 5" flue riser, standard Natural Gas						
9	1167782 1" gas pressure regulator (shipped loose) Natural gas - preset @ 6" - maximum capacity 600,000 BTU			1.0	EACH	\$147.95	\$147.95
10	Stainless steel intermediate shelf Griddle on left, broiler on right			1.0	EACH	\$152.14	\$152.14
11	FRYER BATTERY, GAS Pitco Frialator Model No. SSH55-1FD Solstice Supreme™ High Efficiency Prepackaged Fryer System with Solstice™ Solo Filter System, gas, (1) 40-50 lb. oil capacity full tank, solid state controls, boil out, drain valve interlock, melt cycle, stainless steel tank, front & sides, under-fryer drawer filtration, 80,000 BTU (-F), ENERGY STAR®, CSA Flame, CSA Star, NSF, CE 1 year parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard			1.0	EACH	\$14,043.70	\$14,043.70
12	Startup program, for first serial number			1.0	EACH	\$308.00	\$308.00
13	Filter flush hose, each			1.0	EACH	\$355.60	\$355.60
14	B2101501 Tank Cover, 18 gauge light duty, for models: SG14/14T/14R, SGBNB14, SSH55/55T/55R/55TR, SSH60/60R			1.0	EACH	\$195.31	\$195.31
Purchase Order Total						\$49,755.85	

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Purchase Order

Fiscal Year 2022

Page: 4 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82224358 - 00**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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SOUTH HILLS HS
6101 MCCART
FORT WORTH, TX 76133
Phone: 817-814-7000
Fax: 817-814-7050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237031		MARIO HERNANDEZ	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	(with out basket lifts)						
15	Casters, 10", rigid non-locking and locking, for (1) SE/SG fryer, with SoloFilter			1.0	EACH	\$270.15	\$270.15
16	GAS CONNECTOR HOSE KIT / ASSEMBLY Krowne Model No. M7548K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 180,000 BTU/hr minimum flow capacity			6.0	EACH	\$157.26	\$943.56
17	28-200 Krowne Stainless Steel Caster Positioning Set, includes (2) stainless steel chocks, (8) hex screws & (8) drop-in anchors			6.0	EACH	\$48.89	\$293.34
18	GAS CONNECTOR HOSE KIT / ASSEMBLY Krowne Model No. M10048K Royal Series Moveable Gas Connection Kit, 1" I.D., 48" long, stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 334,000 BTU/hr minimum flow capacity			1.0	EACH	\$208.49	\$208.49
19	28-200 Krowne Stainless Steel Caster Positioning Set, includes (2) stainless steel chocks, (8) hex screws & (8) drop-in anchors			1.0	EACH	\$48.89	\$48.89
20	DELIVERY			1.0	EACH	\$3,250.00	\$3,250.00
Purchase Order Total						\$49,755.85	

- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
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- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
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- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 5 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224358 - 00**

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

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

V
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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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S
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SOUTH HILLS HS
6101 MCCART
FORT WORTH, TX 76133
Phone: 817-814-7000
Fax: 817-814-7050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237031		MARIO HERNANDEZ	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	<p>SHEPHERD FOOD EQUIPMENT Model No. DELIVERY Receive, stage, deliver and uncrate and set in place. final connections by others. Assuming there is clear passage from unload area to final location, no stairs or other encumbrances, and we can unload within 50' of the entrance</p> <p>21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26</p> <p>QUOTE# FWSHHS01</p> <p>By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437</p>				

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Purchase Order Total	\$49,755.85
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By: *Dellie Lucano*
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224359 - 00**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

016
SHIPPING
WYATT, O.D. HS
2400 E SEMINARY
FORT WORTH, TX 76119
Phone: 817-815-8000
Fax: 817-815-8050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237093		TAMARA HILL	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368					MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	RANGE, 36", 6 OPEN BURNERS Southbend Model No. 4362D Ultimate Restaurant Range, gas, 36", (6) non-clog burners, wavy grates, standing pilot, (1) standard oven with battery spark ignition, includes (1) rack, 22-1/2" flue riser with shelf, stainless steel front, sides, shelf & 6" adjustable legs, 207,000 BTU, CSA, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document for details)	1.0	EACH	\$4,873.75	\$4,873.75		
2	Flame failure, for type 1 & 2 open top burners, 2 & 3 foot manual griddles only (does not include spark ignition option)	1.0	EACH	\$633.82	\$633.82		
3	Battery spark ignition (for open top burners, charbroilers, hot tops and griddles)	1.0	EACH	\$162.07	\$162.07		
4	Casters, 2 locking & 2 standard, in lieu of legs	1.0	EACH	\$347.16	\$347.16		
5	P36-RAD Platinum Compact Radiant Broiler, gas, 36", riser mount, (4) radiant burners, (5) rack positions, (1) chrome plated rack, dual valve control, counter balanced rack system, stainless steel front & sides, 40,000 BTU, CSA, NSF (Note: Qualifies for Southbend's Service First™ Program, see Service First document for details)	1.0	EACH	\$3,538.84	\$3,538.84		
6	Extra oven rack	1.0	EACH	\$133.17	\$133.17		
7	GAS CONNECTOR HOSE KIT / ASSEMBLY Krowne Model No. M7548K Royal Series Moveable Gas Connection Kit, 3/4" I.D., 48" long,	2.0	EACH	\$157.26	\$314.52		
Purchase Order Total						\$13,345.55	

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Purchase Order

Fiscal Year 2022

Page: 2 of: 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224359 - 00**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

016
SHIPPING TO
WYATT, O.D. HS
2400 E SEMINARY
FORT WORTH, TX 76119
Phone: 817-815-8000
Fax: 817-815-8050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237093		TAMARA HILL	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368					MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
8	stainless steel corrugated tubing & radial wrap with green antimicrobial PVC coating, quick disconnect, (1) full port gas valve, (2) 90° elbows, restraining cable with mounting hardware, 180,000 BTU/hr minimum flow capacity	2.0	EACH	\$46.11	\$92.22
9	28-200 Krowne Stainless Steel Caster Positioning Set, includes (2) stainless steel chocks, (8) hex screws & (8) drop-in anchors	1.0	EACH	\$3,250.00	\$3,250.00
DELIVERY SHEPHERD FOOD EQUIPMENT Model No. DELIVERY Receive, stage, deliver and uncrate and set in place. final connections by others. Assuming there is clear passage from unload area to final location, no stairs or other encumbrances, and we can unload within 50' of the entrance Bid: 21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26 QUOTE: WYATT03 By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437					

Purchase Order Total	\$13,345.55
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By: Dellie Lucano
Authorized Signature

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Purchase Order

Fiscal Year 2022

Page: 1 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	DISHTABLE SORTING SHELF John Boos Model No. BHS1842-TS Dishrack Sorting Shelf, 42"W x 18"D x 12-1/4"H, wall mounted, slanted, tubular, includes brackets, 16/300 stainless steel, NSF THESE ARE TO GO AT DISH MACHINE ON PARKING LOT SIDE- BY WINDOW KITCHEN A	1.0	EACH	\$388.61	\$388.61		
2	BUN / SHEET PAN RACK Channel Manufacturing Model No. 425AKD Bun Pan Rack, Half Height, Knock Down Series, 20.5"W x 26"D x 36"H, Aluminum Construction, End Load, 3" Angle Spacing, (9) 18" x 26" or (18) 13" x 18" pans (2 per shelf), 5" Swivel Stem Casters model # 025KD, NSF, 22lbs. (ITEM WEIGHT ONLY)	8.0	EACH	\$158.70	\$1,269.60		
3	SW40K4 SmartWall Wall Track, 40", 12 gauge steel, Metroseal Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection; includes: hardware to join the track to another	2.0	EACH	\$41.21	\$82.42		
4	SWGB1 SmartWall Bracket Kit, to connect a wire grid directly to the wall track; type 304 stainless steel, kit consists of (2) brackets to connect grid to wall track & (4) brackets to connect grid to the wall (1) required per grid	2.0	EACH	\$26.30	\$52.60		
Purchase Order Total						\$14,037.24	

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Purchase Order

Fiscal Year 2022

Page: 2 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
5	WG3036K4 SmartWall Wire Grid, 36" x 30", Metroseal Gray epoxycoated corrosion-resistant finish with Microban® antimicrobial protection, NSF	2.0	EACH	\$77.86	\$155.72		
6	GS1436K4 SmartWall Grid Shelf, 36"W x 14"D, with retaining edge, Metroseal Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, NSF	4.0	EACH	\$95.48	\$381.92		
7	1836NK4 Super Erecta® Shelf, wire, 36"W x 18"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF2	2.0	EACH	\$50.48	\$100.96		
8	1WD18K4 Direct Wall Mount Bracket, for 18"D Shelf, Metroseal Gray finish, NSF	4.0	EACH	\$29.57	\$118.28		
9	WIRE SHELVING Metro Model No. 1848NK4 Super Erecta® Shelf, wire, 48"W x 18"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF	2.0	EACH	\$60.83	\$121.66		
10	1WD18K4 Direct Wall Mount Bracket, for 18"D Shelf, Metroseal Gray finish, NSF	4.0	EACH	\$29.57	\$118.28		
11	2448NK4 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF	5.0	EACH	\$75.24	\$376.20		
Purchase Order Total						\$14,037.24	

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Purchase Order

Fiscal Year 2022

Page: 3 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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

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

V
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011

TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
12	74UPK4 Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal Gray epoxy coated corrosion-resistant finish with Microban® antimicrobial protection			4.0	EACH	\$20.77	\$83.08
13	5PC Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper			4.0	EACH	\$45.65	\$182.60
14	2430NK4 Super Erecta® Shelf, wire, 30"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			5.0	EACH	\$60.41	\$302.05
15	74UPK4 Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal Gray epoxy coated corrosion-resistant finish with Microban® antimicrobial protection			4.0	EACH	\$20.77	\$83.08
16	5PC Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper			4.0	EACH	\$45.65	\$182.60
17	2448NK4 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			5.0	EACH	\$75.24	\$376.20
18	74UPK4 Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal Gray epoxy coated corrosion-resistant finish with Microban® antimicrobial protection			4.0	EACH	\$20.77	\$83.08
Purchase Order Total						\$14,037.24	

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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 4 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82224360 - 02**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

011
SHIPPING
TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/02/2022	5368	04/28/2022			MAINTENANCE DEPARTMENT		
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
19	5PC Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper			4.0	EACH	\$45.65	\$182.60
20	2436NK4 Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			5.0	EACH	\$61.04	\$305.20
21	74UPK4 Super Erecta® SiteSelect™ Post, 73-7/8"H, for use with stem casters, Metroseal Gray epoxy coated corrosion-resistant finish with Microban® antimicrobial protection			4.0	EACH	\$20.77	\$83.08
22	5PC Super Erecta® Stem Caster, swivel, 5" dia., 1-1/4" face, 300 lb. capacity, corrosion resistant, polyurethane flat wheel tread, polymer horn, includes bumper			4.0	EACH	\$45.65	\$182.60
23	2448NK4 Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			5.0	EACH	\$75.24	\$376.20
24	74PK4 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal Gray epoxy coated corrosion resistant finish with Microban® antimicrobial protection			4.0	EACH	\$20.77	\$83.08
25	2460NK4 Super Erecta® Shelf, wire, 60"W x 24"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with			30.0	EACH	\$89.56	\$2,686.80
Purchase Order Total						\$14,037.24	

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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 5 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/02/2022	5368	04/28/2022			MAINTENANCE DEPARTMENT		
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	each shelf, NSF						
26	74PK4 Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal Gray epoxy coated corrosion resistant finish with Microban® antimicrobial protection			24.0	EACH	\$20.77	\$498.48
27	1836NK4 Super Erecta® Shelf, wire, 36"W x 18"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			4.0	EACH	\$50.48	\$201.92
28	1WD18K4 Direct Wall Mount Bracket, for 18"D Shelf, Metroseal Gray finish, NSF			8.0	EACH	\$29.57	\$236.56
29	1842NK4 Super Erecta® Shelf, wire, 42"W x 18"D, Metroseal™ Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included with each shelf, NSF			1.0	EACH	\$60.35	\$60.35
30	1WD18K4 Direct Wall Mount Bracket, for 18"D Shelf, Metroseal Gray finish, NSF			2.0	EACH	\$29.57	\$59.14
31	SW40K4 SmartWall Wall Track, 40", 12 gauge steel, Metroseal Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection; includes: hardware to join the track to another			2.0	EACH	\$41.21	\$82.42
32	SWGB1 SmartWall Bracket Kit, to connect a wire grid directly to the wall track; type 304 stainless steel, kit consists of (2) brackets			2.0	EACH	\$26.30	\$52.60
Purchase Order Total						\$14,037.24	

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Purchase Order

Fiscal Year 2022

Page: 6 of: 7

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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ACCOUNTS PAYABLE DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-E
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2120 | FAX (817) 814-2125
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FORT WORTH, TEXAS 76107-1300
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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
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Fax: 9729264770

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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	to connect grid to wall track & (4) brackets to connect grid to the wall (1) required per grid						
33	WG3036K4 SmartWall Wire Grid, 36" x 30", Metroseal Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, NSF			2.0	EACH	\$77.86	\$155.72
34	GS1436K4 SmartWall Grid Shelf, 36"W x 14"D, with retaining edge, Metroseal Gray epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, NSF			4.0	EACH	\$95.48	\$381.92
35	ADDED: POT RACK John Boos Model No. PRW23A Pot Rack, wall mount, double bar, 84"Wx12"dx16"h overall size, 3/16"x2 stainless steel flat bar, includes (14 stainless steel double hooks, NSF, CSA-Sanitation			1.0	EACH	\$829.63	\$829.63
36	ADDED: DELIVER SHEPHERD FOOD EQUIPMENT Model No. DELIVER Deliver, uncrate and set in place. The shelving and tables there is a lot of assembly. 2 days - \$1560 per day 2-4 guys			1.0	EACH	\$3,120.00	\$3,120.00
21-071 (Career Technical Education-Instructional Materials, Services and Equipment) Exp. 5.30.26							
QUOTE# TRIMT18							

Purchase Order Total

\$14,037.24

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Purchase Order

Fiscal Year 2022

Page: 7 of: 7

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82224360 - 02**

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

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

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SHEPHERD FOOD EQUIPMENT
8435 ENDICOTT LANE
DALLAS, TX 75227
Email: tsalmon@shepherdfood.com
Fax: 9729264770

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1003 W CANNON
FORT WORTH, TX 76104
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
9729264500		9729264770		12237154		NATASHA BRUTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/02/2022	5368	04/28/2022				MAINTENANCE DEPARTMENT	
PO Buyer Name				PO Buyer Email			
Alysia Campbell				alysia.campbell@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437						

Purchase Order Total

\$14,037.24

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By: *Nellie Lucano*
Authorized Signature

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

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: APPROVE RATIFICATION OF PURCHASE OF CAREER AND TECHNICAL EDUCATION ROBOTICS AND AUTOMATION AND VIRTUAL WELDING EQUIPMENT

BACKGROUND:

Lab equipment and simulators were purchased in May 2022 to support Career and Technical Education (CTE) programs at Trimble Tech High School, Arlington Heights High School and Southwest High School. This equipment was purchased following the April 26, 2022, approval of a budgetary transfer from the Capital Improvement Program (CIP) fund to Career and Technical Education (CTE) for completing the equipment needs related to the 2017 Bond. Trimble Tech High School started a Robotics and Automation program and needed equipment and simulators for the new lab. Arlington Heights High School and Southwest High School received virtual welding machines to support and enhance their welding programs. Young Men’s Leadership Academy received a robotic arm package to support its Engineering and Robotics program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of Career and Technical Education Robotics and Automation and Virtual Welding Equipment
2. Decline to Approve Ratification of Purchase of Career and Technical Education Robotics and Automation and Virtual Welding Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE

Additional Details

CIP 2017	673-11-6639-CTE-014-99-000-000000.....	\$332,821.00
	673-11-6639-CTE-083-99-000-000000.....	\$18,310.00
	673-81-6639-CTE-002-99-000-000000.....	\$95,770.00
	673-11-6639-CTE-011-99-000-000000.....	\$504,050.50

COST:

Not-to-Exceed - \$950,951.50

VENDOR:

Technical Laboratory Systems, Inc.

PURCHASING MECHANISM

Competitive Solicitation

Purchasing Support Documents Needed:

21-071-C

PARTICIPATING SCHOOL/DEPARTMENTS

Arlington Heights High School
Trimble Tech High School
Southwest High School
Young Men's Leadership Academy

RATIONALE:

The purchase of the equipment and supplies is necessary for the expansion and creation of the Robotics and Automation program at Trimble Tech High School. The purchase of virtual welding machines will support the welding programs at Arlington Heights High School and Southwest High School. The purchase of the Fanuc robotics arm will support the robotics program at Young Men's Leadership Academy. These programs will serve 9th –12th grade students in a CTE approved sequence of courses. The purchase of the simulation equipment is to support the teacher in training students how to become technicians.

INFORMATION SOURCE:

David Saenz



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225108 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

011
SHIPPING TO
TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235156		ATTENTION: CALVIN BOYKINS	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/05/2022	16241				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	990-PAB53AFFortable PLC Troubleshooting Learning System - AB CompactLogixL16			1.0	EACH	\$16,585.00	\$16,585.00
	One Time Confidential Discount:(\$941.00)						
	Credit: \$941.00						
2	82-8RSMStudio 5000 Mini PLC Programming Software - 1 Seat License, EDUCATION ONLY			1.0	EACH	\$860.00	\$860.00
3	82-711FactoryTalk View ME Programming Software - 1 Seat License, EDUCATION			1.0	EACH	\$1,375.00	\$1,375.00
4	Freight			1.0	EACH	\$525.00	\$525.00
5	Installation/Orientation			1.0	EACH	\$1,250.00	\$1,250.00
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026							
QUOTE #: Q-04501-7							
BOE: 03/22/2022							
By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437							

Purchase Order Total **\$19,654.00**

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By: Nellie Lucano
Authorized Signature

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Purchase Order

Fiscal Year 2022

Page: 1 of: 5

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225109 - 00**

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

011

TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235162		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/05/2022	16241				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	206-WLACSHigh School eLearning Lease	1.0	EACH	\$4,105.00	\$4,105.00		
2	410-I4F1Instructor's Package, Industry 4.0 Fundamentals Course 1 - Introduction to Mechatronics	1.0	EACH	\$225.00	\$225.00		
3	950-MES1Measurement Tools 1 Learning System	1.0	EACH	\$8,440.00	\$8,440.00		
4	850-CD1Basic Fluid Power Learning System - Double Sided A-Frame Bench with Two Hydraulic Manifolds	1.0	EACH	\$26,940.00	\$26,940.00		
5	41220Hand Tool Package - Hydraulic Systems	1.0	EACH	\$2,185.00	\$2,185.00		
6	85-BP Basic Pneumatics Learning System	1.0	EACH	\$5,480.00	\$5,480.00		
7	85-BH Basic Hydraulics Learning System	1.0	EACH	\$9,670.00	\$9,670.00		
8	85-IP Intermediate Pneumatics Learning System	2.0	EACH	\$3,675.00	\$7,350.00		
9	41221 Hand Tool Package - Pneumatic Systems	1.0	EACH	\$950.00	\$950.00		
10	T7017A AC / DC Electrical Learning System	3.0	EACH	\$8,145.00	\$24,435.00		
11	990-EC1F Portable Electric Relay Control Troubleshooting Learning System	3.0	EACH	\$8,325.00	\$24,975.00		
12	990-SN1 Portable Electronic Sensors Learning System	2.0	EACH	\$3,340.00	\$6,680.00		
Purchase Order Total					\$362,130.50		

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- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225109 - 00**

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

PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
FORT WORTH, TEXAS 76107-1300
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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235162		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
13	95-MSB2AB Skill Boss Smart Factory - Allen-Bradley	1.0	EACH	\$22,240.00	\$22,240.00		
14	33934 Hand Tool Package - Skill Boss Manufacturing	1.0	EACH	\$2,245.00	\$2,245.00		
15	87-TVCABHS Tabletop Smart Factory Visual Communications Learning System - Allen-Bradley	1.0	EACH	\$3,020.00	\$3,020.00		
16	87-TENAB82 Tabletop Mechatronics Smart Factory Ethernet Learning System - AB Micro820	1.0	EACH	\$5,805.00	\$5,805.00		
17	82-610W Mobile Technology Workstation, Type 1, White Surface, 6 Foot	8.0	EACH	\$1,475.00	\$11,800.00		
18	H54000A Introduction to Mechatronics Student Reference (Industry 4.0 Fundamentals), Vol A	15.0	EACH	\$35.00	\$525.00		
19	H54000B Introduction to Mechatronics Student Reference (Industry 4.0 Fundamentals), Vol B	15.0	EACH	\$35.00	\$525.00		
20	410-I4F2 Instructor's Package, Industry 4.0 Fundamentals Course 2 - Introduction to Industry Control Systems	1.0	EACH	\$225.00	\$225.00		
21	870-PTAB82 Tabletop Mechatronics Learning System - AB Micro820	1.0	EACH	\$2,225.00	\$2,225.00		
22	87-PEAB82PLC Equipment Tabletop Mechatronics - AB Micro820	2.0	EACH	\$1,350.00	\$2,700.00		
23	87-TMS1 Inventory Station - Tabletop Mechatronics	1.0	EACH	\$5,845.00	\$5,845.00		
Purchase Order Total						\$362,130.50	

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Purchase Order

Fiscal Year 2022

Page: 3 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225109 - 00**

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FORT WORTH INDEPENDENT SCHOOL DISTRICT
ACCOUNTS PAYABLE DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-E
FORT WORTH, TEXAS 76107-1300
PHONE (817) 814-2120 | FAX (817) 814-2125
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Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235162		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
24	87-TMS2 Inspection Station - Tabletop Mechatronics	1.0	EACH	\$5,570.00	\$5,570.00		
25	87-TMS3 Distribution Station - Tabletop Mechatronics	1.0	EACH	\$6,270.00	\$6,270.00		
26	87-TMS4F Fanuc Robot Station Learning System - Tabletop Mechatronics	1.0	EACH	\$68,555.00	\$68,555.00		
	Confidential customer discount:-\$24,719.50						
	Credit: \$24719.50						
27	8-200-4 Flexible Workstation Package IV	1.0	EACH	\$6,245.00	\$6,245.00		
28	82-610W Mobile Technology Workstation, Type 1, White Surface, 6 Foot	1.0	EACH	\$1,475.00	\$1,475.00		
29	H54025A Introduction to Industry Control Systems Student Reference (Industry 4.0 Fundamentals), Vol A	15.0	EACH	\$35.00	\$525.00		
30	H54025B Introduction to Industry Control Systems Student Reference (Industry 4.0 Fundamentals), Vol B	15.0	EACH	\$35.00	\$525.00		
31	CPT-UNL-01 CPT Single HS Unlimited Courses (annual price)	1.0	EACH	\$1,000.00	\$1,000.00		
32	950-MPF1 Mechanical Fabrication 1 Learning System	1.0	EACH	\$12,015.00	\$12,015.00		
33	970-ME1 Mechanical Drives 1 Learning System	1.0	EACH	\$18,985.00	\$18,985.00		
34	41227 Hand Tool Package - Mechanical 1	1.0	EACH	\$1,785.00	\$1,785.00		

Purchase Order Total				\$362,130.50			
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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 4 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225109 - 00**

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

PURCHASING DEPARTMENT
100 N. UNIVERSITY, SUITE NW 140-F
FORT WORTH, TEXAS 76107-1300
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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235162		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/05/2022	16241				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
35	97-ME2 Mechanical Drives 2 Learning System			1.0	EACH	\$9,565.00	\$9,565.00
36	18588 Viscosimeter (Saybolt Universal Second)			1.0	EACH	\$1,030.00	\$1,030.00
37	97-ME3 Mechanical Drives 3 Learning System			1.0	EACH	\$9,995.00	\$9,995.00
38	41211 Hand Tool Package 2 - Mechanical (Standard)			1.0	EACH	\$1,160.00	\$1,160.00
39	96-MEC1 Mechanical Systems 1 Learning System			1.0	EACH	\$4,155.00	\$4,155.00
40	82-610W Mobile Technology Workstation, Type 1, White Surface, 6 Foot			1.0	EACH	\$1,475.00	\$1,475.00
41	410-I4F4 Instructor's Package, Industry 4.0 Fundamentals Course 4 - Introduction to Industrial Internet of Things			1.0	EACH	\$225.00	\$225.00
42	7-TMS5AB1 Tabletop Smart Factory RFID/Sensors Learning System, AB L16			1.0	EACH	\$13,420.00	\$13,420.00
43	990-PABCL1F Portable PLC Troubleshooting Learning System - AB CompactLogix			1.0	EACH	\$13,770.00	\$13,770.00
44	82-8RSM Studio 5000 Mini PLC Programming Software - 1 Seat License, EDUCATION ONLY			4.0	EACH	\$860.00	\$3,440.00
45	87-TMEABHS Tabletop Smart Factory Manufacturing Execution Learning System, AB			1.0	EACH	\$2,700.00	\$2,700.00
46	87-TBR1AB Tabletop Smart Factory Barcode Learning System			1.0	EACH	\$3,225.00	\$3,225.00
Purchase Order Total						\$362,130.50	

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Purchase Order

Fiscal Year 2022

Page: 5 of: 5

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225109 - 00**

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

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Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235162		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
47	87-CLD1HS Cloud Hosting for High Schools	1.0	EACH	\$300.00	\$300.00
48	H54050A Introduction to Industrial Internet of Things Student Reference (Industry 4.0 Fundamentals), Vol A	15.0	EACH	\$35.00	\$525.00
49	H54050B Introduction to Industrial Internet of Things Student Reference (Industry 4.0 Fundamentals), Vol B	15.0	EACH	\$35.00	\$525.00
50	Installation	1.0	EACH	\$6,100.00	\$6,100.00
51	Training	1.0	EACH	\$4,200.00	\$4,200.00
52	Freight	1.0	EACH	\$9,500.00	\$9,500.00
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026					
QUOTE DATED 03/04/2022					
BOE: 03/22/2022					
By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437					

Purchase Order Total	\$362,130.50
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By: Nellie Lucano
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82225110 - 00**

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ACCOUNTS PAYABLE DEPARTMENT
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Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235198		ATTENTION: CALVIN BOYKINS	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/05/2022	16241				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	1.9.2-21 Project Based Learning – Battery Package with Basic iRVision 2D& Error Proofing			1.0	EACH	\$4,000.00	\$4,000.00
2	1.9.3-21 Project Based Learning – Pill Sorting Package with Basic iRVision2D & Contrasting Colors			1.0	EACH	\$4,500.00	\$4,500.00
3	1.10.4-21 Touch Screen iPendant for R30iB PLUS - Material Handling(XGMF-30296)			3.0	EACH	\$5,000.00	\$15,000.00
4	1.10.5-21 1.5M iPendant PC Conversion Kit w/ Power Supply (EE-6686-076-001)			3.0	EACH	\$450.00	\$1,350.00
5	1.12.1-21 OPTION A: Single Conveyor SystemIntegrated Conveyor Control Enclosure (complete control system for 1or 2 conveyors)			1.0	EACH	\$10,450.00	\$10,450.00
6	1.10.12-21 ROBOGUIDE K-12 Academic License (10yr license) (RTL or RTS-1CERT-EDU2)			20.0	EACH	\$150.00	\$3,000.00
7	Freight			1.0	EACH	\$782.00	\$782.00
8	Installation/Orientation			1.0	EACH	\$1,650.00	\$1,650.00
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026							
QUOTE #: Q-04499-8							
BOE: 03/22/2022							

Purchase Order Total						\$40,732.00	
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Purchase Order

Fiscal Year 2022

Page: 2 of: 2

VENDOR COPY

Fort Worth
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Purchase Order # **82225110 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

011
SHIPPING TO
TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235198		ATTENTION: CALVIN BOYKINS	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437						

Purchase Order Total	\$40,732.00
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
- This purchase order cannot be processed for payment until all articles requested are delivered; unless written permission is obtained from the Purchasing Department at the above address.
- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

By: *Nellie Lucano*
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82225111 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference		
8004451088		2813911113		12235202		ATTENTION: CALVIN BOYKIN		
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location			
05/05/2022	16241				CAREER AND TECHNOLOGY DEPT			
PO Buyer Name				PO Buyer Email				
Eric Mckibben				eric.mckibben@fwisd.org				
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price	
1	95-MSB3 Skill Boss Logistics One Time Confidential Discount:(\$4,036.00) Credit: \$4036.00			1.0	EACH	\$66,710.00	\$66,710.00	
2	33970 Hand Tool Package - Skill Boss Logistics			1.0	EACH	\$4,190.00	\$4,190.00	
3	82-750 FactoryTalk View ME Station Programming Software - 1 Seat License			1.0	EACH	\$2,040.00	\$2,040.00	
4	82-8RSM Studio 5000 Mini PLC Programming Software - 1 Seat License, EDUCATION ONLY			1.0	EACH	\$860.00	\$860.00	
5	NOCTI-REG MSSC NOCTI One-Time Registration			1.0	EACH	\$500.00	\$500.00	
6	95-TRAIN2 MSSC CT-SCA Authorized Instructor Certification - Tuition			1.0	EACH	\$4,500.00	\$4,500.00	
7	17686 Consumables Package for 95-MSB3 Skill Boss Logistics			1.0	EACH	\$445.00	\$445.00	
8	82-610W Mobile Technology Workstation, Type 1, White Surface, 6 Foot			1.0	EACH	\$1,475.00	\$1,475.00	
9	Freight			1.0	EACH	\$2,000.00	\$2,000.00	
10	Installation/Orientation			1.0	EACH	\$2,850.00	\$2,850.00	
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND								
Purchase Order Total						\$81,534.00		

- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 2

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82225111 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

011
SHIPPING TO
TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235202		ATTENTION: CALVIN BOYKIN	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	EQUIPMENT EXPIRES 05/31/2026 QUOTE #: Q-04499-9 BOE: 03/22/2022 By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437 NO DSA NEEDED				

Purchase Order Total	\$81,534.00
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By: *Dellie Lucano*
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82225112 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

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SOUTHWEST HS
4100 ALTAMESA BLVD
FORT WORTH, TX 76133
Email: tracey.norton@fwisd.org
Phone: 817-814-8000
Fax: 817-814-8050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
8004451088		2813911113		12235212		ATTENTION: LEONARDO DAVILA	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/05/2022	16241					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	K4633-1 VRTEX Transport + Dual User - skid packaging Confidential customer discount: -\$23,558.80 Credit: \$23558.80	7.0	EACH	\$47,885.00	\$335,195.00
2	K4485-2 VRTEX Transport Oxyfuel Upgrade kit	7.0	EACH	\$3,026.40	\$21,184.80
3	Installation and Orientation included 21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026 QUOTE DATED 04/25/2022 BOE: 03/22/2022 By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437	1.0	EACH	\$0.00	\$0.00

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Purchase Order Total	\$332,821.00
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
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By: *Nellie Lucano*
Authorized Signature

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Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82225113 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

002
SHIPPING TO
ARLINGTON HEIGHTS HS
4501 W FREEWAY
FORT WORTH, TX 76107
Email: tracey.norton@fwisd.org
Phone: 817-815-1000
Fax: 817-815-1050

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
8004451088	2813911113	12235223	ATTENTION: CODY DAVENPORT
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
05/05/2022	16241		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		eric.mckibben@fwisd.org	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	K4633-1 VRTEX Transport + Dual User - skid packaging Confidential customer discount:-\$6,052.80 Credit: \$6052.80	1.0	EACH	\$95,770.00	\$95,770.00
2	K4485-2 VRTEX Transport Oxyfuel Upgrade kit	2.0	EACH	\$3,026.40	\$6,052.80
3	Installation and Orientation included	1.0	EACH	\$0.00	\$0.00
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026					
QUOTE DATED 02/25/2022					
BOE: 03/22/2022					
By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437					

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Purchase Order Total	\$95,770.00
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By: *Nellie Lucano*
Authorized Signature

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Purchase Order

Fiscal Year 2022

Page: 1 of: 1

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82225114 - 00**

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

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

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TECHNICAL LABORATORY SYSTEMS, INC.
P.O. BOX 218609
HOUSTON, TX 77218-0609
Email: lisa@tech-labs.com
Fax: 2813911113

083
SHIPPING TO
YOUNG MEN LEADERSHIP ACADEMY
5074 WILLIE STREET
FORT WORTH, TX 76105
Email: tracey.norton@fwisd.org
Phone: 817-815-3400
Fax: 817-815-3450

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
8004451088	2813911113	12235228	ATTENTION: BART SCOTT
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
05/05/2022	16241		
PO Buyer Name		PO Buyer Email	
Eric Mckibben		eric.mckibben@fwisd.org	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	1.10.4-21 Touch Screen iPendant for R30iB PLUS - Material Handling(XGMF-30296)	1.0	EACH	\$5,000.00	\$5,000.00
2	1.10.5-21 1.5M iPendant PC Conversion Kit w/ Power Supply (EE-6686-076-001)	1.0	EACH	\$450.00	\$450.00
3	1.12.1-2 0OPTION A: Single Conveyor System	1.0	EACH	\$10,450.00	\$10,450.00
4	Freight	1.0	EACH	\$560.00	\$560.00
5	Installation/Orientation	1.0	EACH	\$1,850.00	\$1,850.00
21-071 CTE INSTRUCTIONAL MATERIALS, SERVICES AND EQUIPMENT EXPIRES 05/31/2026 QUOTE #: Q-05387-3 BOE: 03/22/2022 By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437					

Purchase Order Total	\$18,310.00
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1. For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
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By: *Nellie Lucano*
 Authorized Signature

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**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE RATIFICATION OF PURCHASE OF THE CAREER AND
TECHNICAL EDUCATION SIMULATION EQUIPMENT**

BACKGROUND:

The current Health Science Technology Programs at North Side High School and Trimble Tech High School were updated and enhanced to provide students with state-of-the-art technical and career training facilities and learning experiences. The upgrades and enhancements will prepare them for a real-world working environment and provide students with an opportunity to obtain health science industry-based certifications. This equipment was purchased following the April 26, 2022, approval of a budgetary transfer from the Capital Improvement Program (CIP) fund to Career and Technical Education (CTE) for completing the equipment needs related to the 2017 Bond. Equipment such as hospital beds, simulated manikins for teaching and learning, a simulated ambulance, and other supporting equipment and supplies were purchased.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of Purchase of the Career and Technical Education Simulation Equipment
2. Decline to Approve Ratification of Purchase of the Career and Technical Education Simulation Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

CIP 2017	673-81-6639-CTE-008-99-000-000000.....\$208,901.94
	673-81-6639-CTE-011-99-000-000000.....\$206,417.52

COST:

Not-to-Exceed - \$415,319.46

VENDOR:

Laerdal Medical Corporation

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

Buyboard Contract 610-20

PARTICIPATING SCHOOL/DEPARTMENTS

North Side High School
Trimble Tech High School

RATIONALE:

The purchase of the equipment and supplies is necessary in order to update health science hospital simulation facilities at both North Side High School and Trimble Tech High School. These programs will serve 9th – 12th grade students in a CTE approved sequence of courses. The purchase of the simulation equipment is to support the teacher in training students how to become technicians.

INFORMATION SOURCE:

David Saenz



Purchase Order

Fiscal Year 2022

Page: 1 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82226100 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

008
NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
845-296-6449	800-266-4359	12234811	ATTENTION: JAYSON MORTON
Date Ordered	Vendor Number	Date Required	Freight Method/Terms
05/11/2022	10226		
PO Buyer Name		PO Buyer Email	
LaQuista Linton		laquista.linton@fwisd.org	

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	377-03050 SimMom Tetherless Includes: SimMom Manikin, Birthing Baby with placenta, 4 Uteri Modules (Cervix, Amniotic Bag, Post-Partum Hemorrhage Module and Inverted Uterus), Set of Consumables, Blood Pressure CCuff, Quick Set up guide, LLEAP License and Mama Birthie at no additional charge Discount: \$2243.04	1.0	EACH	\$37,384.00	\$37,384.00
2	340-00533Mama-U & MamaNatalie Complete (L) Discount: \$1272.00	1.0	EACH	\$1,272.00	\$1,272.00
3	377-05350ADM2 for SimMom Tetherless Includes Complete ADM (pneumatic delivery canister), product orientation, lubricant and soft case for storage of the ADM. Discount: \$360.12	1.0	EACH	\$6,002.00	\$6,002.00
4	400-10201 LaptopFor use with LLEAP, Ultrasound, or as a Patient Monitor Discount: \$125.04	1.0	EACH	\$2,084.00	\$2,084.00
5	400-29301All In One Panel PC For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor Discount: \$158.46	1.0	EACH	\$2,641.00	\$2,641.00
6	377-21050-D SimMom Flat Abdominal Skin (D) Discount: \$52.32	1.0	EACH	\$872.00	\$872.00

Purchase Order Total	\$205,276.60
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- For payment submit itemized invoice including purchase order number to Accounts Payable. Listed in the Bill To.
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- Make no substitutions unless specifically authorized in writing by Purchasing Dept.
- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
- Report any questionable business practices to the FWISD Fraud Hotline at 817-814-1971. All calls shall remain confidential.
- Any questions regarding the filing of this purchase order should be directed to the Purchasing Department and any questions regarding invoicing or payments should be directed to Accounts Payable at the above address and phone number. Tel 817-814-2120.
- ACCEPTANCE - This Purchase Order (PO) constitutes a binding agreement between the Vendor and the Fort Worth Independent School District (FWISD), to furnish the goods and services specified on this PO or as referenced by vendor price quote number. By acceptance of this PO, the vendor agrees to furnish all goods or services in accordance with the terms and conditions specified herein and any referenced FWISD solicitation number/contract or Purchasing Cooperative contract.

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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82226100 - 00**

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

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

V
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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

008
NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234811		ATTENTION: JAYSON MORTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/11/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
7	377-B-EDBNL1 SimMom Education Bundle: Getting Started/ LLEAPA 2-day educational session with a Laerdal Educator at the customer site for up to 8 participants. Day one focuses on fundamental knowledge of the Simulator and day two provides in-depth knowledge of the Learner Application software. Discount: \$408.84	1.0	EACH	\$6,814.00	\$6,814.00		
8	377-B-VplusP-SMM ValuePlus SimMom Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$2778.20	1.0	EACH	\$13,891.00	\$13,891.00		
9	246-00150 SimBaby Medium Includes: SimBaby Manikin, IO Lower Left Leg (2), IO Lower Right Leg (2), Kind Removal Tape, 60ml Syringe, Airway Lubricant, Power Supply, Power Cords (4), IPI, Self Sealing Cap (5), Chest Drain Skin(5), Drain Bag IV/ IO (2), IO Leg Sealing Tape, Chest Drain Ribs, IV Port Seal (20), Ethernet cable flat + LAN connector, IPI, User Guide and Laerdal Global Warranty Discount: \$2202.36	1.0	EACH	\$36,706.00	\$36,706.00		
10	285-00001 Complete SimStart Solution Includes; SimPad PLUS operating device, LLEAP license for SimPad PLUS, Tablet PC, defibrillator bag. Discount: \$358.20	1.0	EACH	\$5,970.00	\$5,970.00		
11	204-300PP1YR SimPad PLUS Protection Plan Replacement SimPad PLUS remote in the event of non-warranty product failure (spills, immersion in water, breakage due to drops). The plan allows for 1 instance of free rremote replacement during a one (1) year period and does not cover instances of theft/loss	1.0	EACH	\$1,002.04	\$1,002.04		
Purchase Order Total						\$205,276.60	

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- The School District shall not be responsible for materials, supplies, or services furnished without a valid purchase order.
- No Texas State Sales Tax shall be billed. The District's tax number is 75-6001613.
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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 3 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82226100 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

008
NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234811		ATTENTION: JAYSON MORTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/11/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
12	210-EDSP400 Teaching with SimPad Course1 day training on customer site for up to 8participants. Builds on the Getting Started Course, and gives the participants in-depth knowledge of the Learner App software feautres using SimPad, Pat Monitor and Session Viewer/SimView Mobile SW Discount: \$204.42			1.0	EACH	\$3,407.00	\$3,407.00
13	246-EDVT025-SL SimBaby Virtual Orientation for Site Designed to promote a personalize xperience for a single organization Laerdal's Virtual Instructor-Led Training Orientation to SimBaby is developed as a begginer level course and geared towards any user who will be responsible for operating the simulator. This two-hour live instructor-led virtual training will teach you basic simulator feature sets and start-up and shut down procedures. Discount: \$51.60			1.0	EACH	\$860.00	\$860.00
14	246-B-VplusP-SBValuePlus SimBaby Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$2657.60			1.0	EACH	\$13,288.00	\$13,288.00
15	320-05050 Nursing Anne Simulator Includes Full Body Manikin with articulating arms and legs. Includes Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin Lubricant Spray, Simulated Blood, Addult Gown and Quick setup guide. Discount: \$1154.40			1.0	EACH	\$19,240.00	\$19,240.00
16	320-04050 Nursing Anne Simulator-D Includes Full Body Manikin Dark Skin with articulating arms and legs. Includes Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin			1.0	EACH	\$19,240.00	\$19,240.00
Purchase Order Total						\$205,276.60	

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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 4 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226100 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

008
NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234811		ATTENTION: JAYSON MORTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/11/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Lubricant Spray, Simulated Blood, Adult Gown and Quick setup guide. Discount: \$1154.40				
17	20-29050-D African Descent Skin -D Front - NA Simulator Discount: \$59.58	1.0	EACH	\$993.00	\$993.00
18	22-10550-M Nursing Anne Simulator - Geriatric Kit, Medium Includes: front and back medium skin tone geriatric body skins, gray wig, cataract and arcus senilis pupil set, upper geriatric teeth, right and left geriatric arms, male and female geriatric genitalia, and right and left geriatric foot skins. Discount: \$936.00	2.0	EACH	\$7,800.00	\$15,600.00
19	320-28050-M Male Genitalia Kit (M) Nursing Anne Simulator Discount: \$58.50	2.0	EACH	\$487.50	\$975.00
20	204-30101 SimPad PLUS Only (US) SimPad PLUS Only (Hand Held Remote) 204-50150 LLEAP for SimPad PLUS software license required for operation. Discount: \$216.72	2.0	EACH	\$903.00	\$1,806.00
21	204-50150 LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application. Discount: \$347.40	2.0	EACH	\$2,895.00	\$5,790.00
22	204-300PP1YR SimPad PLUS Protection Plan Replacement SimPad PLUS remote in the event of non-warranty product failure (spills, immersion in water, breakage due to drops). The plan	2.0	EACH	\$1,002.04	\$2,004.08

Purchase Order Total				\$205,276.60	
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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 5 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226100 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

008
NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234811		ATTENTION: JAYSON MORTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/11/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
	allows for 1 instance of free rremote replacement during a one (1) year period and does not cover instances of theft/loss.						
23	400-29301 All In One Panel PC For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor Discount: \$316.92	2.0	EACH	\$2,641.00	\$5,282.00		
24	320-EDVT025-SLNursing Anne Simulator Virtual Orientation or Site Designed to promote a personalized experience for a single organization Laerdal's Virtual Instructor-Led Training Orientation to Nursing Anne Simulator is developed as a beginner level course and geared towards any user who will be responsible for operating the simulator. This two-hour live instructor-led virtual training will teach you basic simulator feature sets and start-up and shut down procedures. Discount: \$51.60	1.0	EACH	\$860.00	\$860.00		
25	320-B-VplusP-NAS Value Plus Nursing Anne Simulator Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$4402.80	2.0	EACH	\$11,007.00	\$22,014.00		
26	Shipping and Handling BUYBOARD CONTRACT 610-20 FIRST AID, EMERGENCY MEDICAL, AND ATHLETIC TRAINER SUPPLIES AND EQUIPMENT QUOTE# Q-529145	1.0	EACH	\$850.00	\$850.00		
Purchase Order Total						\$205,276.60	

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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 6 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226100 - 00**

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

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

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NORTH SIDE HS
2211 MCKINLEY
FORT WORTH, TX 76164
Email: tracey.norton@fwisd.org
Phone: 817-814-4000
Fax: 817-814-4050

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234811		ATTENTION: JAYSON MORTON	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/11/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
LaQuista Linton				laquista.linton@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	BOT 03/22/2022						
	By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437						

Purchase Order Total	\$205,276.60
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By: *Nellie Lucano*
Authorized Signature

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



Purchase Order

Fiscal Year 2022

Page: 1 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82226456 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

011
SH
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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234783		ATTENTION: ALEX MCCULLOCH	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/16/2022	10226				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
1	377-03050 SimMom Tetherless Includes: SimMom Manikin, Birthing Baby with placenta, 4 Uteri Modules (Cervix, Amniotic Bag, Post-Partum Hemorrhage Module and Inverted Uterus), Set of Consumables, Blood Pressure Cuff, Quick Set up guide, LLEAP License and Mama Birthie at no additional charge Discount: \$2243.04	1.0	EACH	\$37,384.00	\$37,384.00		
2	340-00533Mama-U & MamaNatalie Complete (L) Discount: \$1272.00	1.0	EACH	\$1,272.00	\$1,272.00		
3	377-05350ADM2 for SimMom Tetherless Includes Complete ADM (pneumatic delivery canister), product orientation, lubricant and soft case for storage of the ADM. Discount: \$360.12	1.0	EACH	\$6,002.00	\$6,002.00		
4	400-10201 LaptopFor use with LLEAP, Ultrasound, or as a Patient Monitor Discount: \$125.04	1.0	EACH	\$2,084.00	\$2,084.00		
5	400-29301All In One Panel PC For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor Discount: \$158.46	1.0	EACH	\$2,641.00	\$2,641.00		
6	377-21050-D SimMom Flat Abdominal Skin (D) Discount: \$52.20	1.0	EACH	\$870.00	\$870.00		
Purchase Order Total					\$205,274.72		

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NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 2 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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

Purchase Order # **82226456 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

011
SHIPPING TO
TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234783		ATTENTION: ALEX MCCULLOCH	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
05/16/2022	10226				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
7	377-B-EDBNL1 SimMom Education Bundle: Getting Started/ LLEAPA 2-day educational session with a Laerdal Educator at the customer site for up to 8 participants. Day one focuses on fundamental knowledge of the Simulator and day two provides in-depth knowledge of the Learner Application software. Discount: \$408.84	1.0	EACH	\$6,814.00	\$6,814.00		
8	377-B-VplusP-SMM ValuePlus SimMom Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$2778.20	1.0	EACH	\$13,891.00	\$13,891.00		
9	246-00150 SimBaby Medium Includes: SimBaby Manikin, IO Lower Left Leg (2), IO Lower Right Leg (2), Kind Removal Tape, 60ml Syringe, Airway Lubricant, Power Supply, Power Cords (4), IPI, Self Sealing Cap (5), Chest Drain Skin(5), Drain Bag IV/IO (2), IO Leg Sealing Tape, Chest Drain Ribs, IV Port Seal (20), Ethernet cable flat + LAN connector, IPI, User Guide and Laerdal Global Warranty Discount: \$2202.36	1.0	EACH	\$36,706.00	\$36,706.00		
10	285-00001 Complete SimStart Solution Includes; SimPad PLUS operating device, LLEAP license for SimPad PLUS, Tablet PC, defibrillator bag. Discount: \$358.20	1.0	EACH	\$5,970.00	\$5,970.00		
11	204-300PP1YR SimPad PLUS Protection Plan Replacement SimPad PLUS remote in the event of non-warranty product failure (spills, immersion in water, breakage due to drops). The plan allows for 1 instance of free remote replacement during a one (1) year period and does not cover instances of theft/loss	1.0	EACH	\$1,002.04	\$1,002.04		
Purchase Order Total						\$205,274.72	

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**CONTINUED ON
NEXT PAGE**



Purchase Order

Fiscal Year 2022

Page: 3 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226456 - 00**

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

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

011
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TRIMBLE TECHNICAL, GREEN B. HS
1003 W CANNON
FORT WORTH, TX 76104
Email: tracey.norton@fwisd.org
Phone: 817-815-2500
Fax: 817-815-2550

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
845-296-6449		800-266-4359		12234783		ATTENTION: ALEX MCCULLOCH	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/16/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
12	210-EDSP400 Teaching with SimPad Course1 day training on customer site for up to 8participants. Builds on the Getting Started Course, and gives the participants in-depth knowledge of the Learner App software features using SimPad, Pat Monitor and Session Viewer/SimView Mobile SW Discount: \$204.42			1.0	EACH	\$3,407.00	\$3,407.00
13	246-EDVT025-SL SimBaby Virtual Orientation for Site Designed to promote a personalizede xperience for a single organization Laerdal's Virtual Instructor-Led Training Orientation to SimBaby is developed as a beginner level course and geared towards any user who will be responsible for operating the simulator. This two-hour live instructor-led virtual training will teach you basic simulator feature sets and start-up and shut down procedures. Discount: \$51.60			1.0	EACH	\$860.00	\$860.00
14	246-B-VplusP-SBValuePlus SimBaby Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$2657.60			1.0	EACH	\$13,288.00	\$13,288.00
15	320-05050 Nursing Anne Simulator Includes Full Body Manikin with articulating arms and legs. Includes Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin Lubricant Spray, Simulated Blood, Adult Gown and Quick setup guide. Discount: \$1154.40			1.0	EACH	\$19,240.00	\$19,240.00
16	320-04050 Nursing Anne Simulator-D Includes Full Body Manikin Dark Skin with articulating arms and legs. Includes Brunette Wig, Brown Pupil Set, Ostomy Set, Blood Pressure Cuff, Manikin			1.0	EACH	\$19,240.00	\$19,240.00
Purchase Order Total						\$205,274.72	

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Purchase Order

Fiscal Year 2022

Page: 4 of: 6

VENDOR COPY

Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226456 - 00**

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

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LAERDAL MEDICAL CORP
167 MYERS CORNERS ROAD
WAPPINGERS FALLS, NY 12590
Email: REMITTANCE@LAERDAL.COM
Fax: 800-266-4359

011
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Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
05/16/2022	10226					CAREER AND TECHNOLOGY DEPT	
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
	Lubricant Spray, Simulated Blood, Adult Gown and Quick setup guide. Discount: \$1154.40						
17	20-29050-D African Descent Skin -D Front - NA Simulator Discount: \$59.58	1.0	EACH	\$993.00	\$993.00		
18	22-10550-M Nursing Anne Simulator - Geriatric Kit, Medium Includes: front and back medium skin tone geriatric body skins, gray wig, cataract and arcus senilis pupil set, upper geriatric teeth, right and left geriatric arms, male and female geriatric genitalia, and right and left geriatric foot skins. Discount: \$936.00	2.0	EACH	\$7,800.00	\$15,600.00		
19	320-28050-M Male Genitalia Kit (M) Nursing Anne Simulator Discount: \$58.50	2.0	EACH	\$487.50	\$975.00		
20	204-30101 SimPad PLUS Only (US) SimPad PLUS Only (Hand Held Remote) 204-50150 LLEAP for SimPad PLUS software license required for operation. Discount: \$216.72	2.0	EACH	\$903.00	\$1,806.00		
21	204-50150 LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application. Discount: \$347.40	2.0	EACH	\$2,895.00	\$5,790.00		
22	204-300PP1YR SimPad PLUS Protection Plan Replacement SimPad PLUS remote in the event of non-warranty product failure (spills, immersion in water, breakage due to drops). The plan	2.0	EACH	\$1,002.04	\$2,004.08		

Purchase Order Total **\$205,274.72**

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Purchase Order

Fiscal Year 2022

Page: 5 of: 6

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Purchase Order # **82226456 - 00**

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PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price		
	allows for 1 instance of free remote replacement during a one (1) year period and does not cover instances of theft/loss.						
23	400-29301 All In One Panel PC For use as an Instructor Computer with LLEAP software, or a LLEAP, SimPad or SimPad Plus Patient Monitor Discount: \$316.92	2.0	EACH	\$2,641.00	\$5,282.00		
24	320-EDVT025-SLNursing Anne Simulator Virtual Orientation or Site Designed to promote a personalized experience for a single organization Laerdal's Virtual Instructor-Led Training Orientation to Nursing Anne Simulator is developed as a beginner level course and geared towards any user who will be responsible for operating the simulator. This two-hour live instructor-led virtual training will teach you basic simulator feature sets and start-up and shut down procedures. Discount: \$51.60	1.0	EACH	\$860.00	\$860.00		
25	320-B-VplusP-NAS Value Plus Nursing Anne Simulator Platinum Includes Installation, Extended Warranty, Loaner coverage and Preventative Maintenance on Site. Discount: \$4402.80	2.0	EACH	\$11,007.00	\$22,014.00		
26	Shipping and Handling BUYBOARD 610-20 FIRST AIR, EMERGENCY MEDICAL, AND ATHLETIC TRAINER SUPPLIES AND EQUIPMENT LAERDAL CONTRACT EXPIRES: 05/31/2023 QUOTE NUMBER: Q-529150	1.0	EACH	\$850.00	\$850.00		

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Purchase Order

Fiscal Year 2022

Page: 6 of: 6

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Fort Worth
INDEPENDENT SCHOOL DISTRICT

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Purchase Order # **82226456 - 00**

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05/16/2022	10226				CAREER AND TECHNOLOGY DEPT		
PO Buyer Name				PO Buyer Email			
Eric Mckibben				eric.mckibben@fwisd.org			
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	BOE: 03/22/2022						
	By providing goods and/or services based on this Purchase Order, you agree to the FWISD Vendor Certifications posted on the FWISD Website at: https://www.fwisd.org/Page/27437						

Purchase Order Total	\$205,274.72
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By: *Nellie Lucano*
Authorized Signature

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

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF ADDITIONAL CURRICULUM FOR FITNESS FOR LIFE HIGH SCHOOL PHYSICAL EDUCATION INTERACTIVE WEB TEXT AND TEACHER COLLECTION**

BACKGROUND:

The State Board of Education (SBOE) issued proclamation 2022 to solicit bids for the new instructional material in Health and Physical Ed Systems.

The Fort Worth ISD (FWISD) Board of Trustees approved a kinetics course as the High School Adoption for the Physical Education course: *Lifetime Fitness and Wellness Pursuits*. Due to the increased number of students taking this course, more curriculum needs to be purchased so that students have access to the interactive web text and teacher collection.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Additional Curriculum for Fitness for Life High School Physical Education Interactive Web Text and Teacher Collection
2. Decline to Approve Purchase of Additional Curriculum for Fitness for Life High School Physical Education Interactive Web Text and Teacher Collection
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: ***Additional Details***

General Fund 199-11-6399-024-XXX-11-142-000000

COST:

\$58,095

VENDOR:

Human Kinetics

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

The State Board of Education (SBOE) issued proclamation 2022 to solicit bids for the new instructional material in Health and Physical Ed Systems. The Recommended vendor is listed above.

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

Arlington Heights High School	Benbrook High School	Amon Carter-Riverside High School
Diamond Hill-Jarvis High School	Paul Laurence Dunbar High School	Eastern Hills High School
I.M. Terrell Academy for STEM and VPA	Marine Creek Collegiate	North Side High School
R.L. Paschal High School	Polytechnic High School	South Hills High School
Southwest High School	Texas Academy of Biomedical Sciences	Tarrant County College/Fort Worth Collegiate High School
Green B. Trimble Tech High School	Western Hills High School	World Languages Institute
O.D. Wyatt High School	Young Men’s Leadership Academy	Young Women’s Leadership Academy

RATIONALE:

Additional licenses are needed in order to ensure students across the District have access to educational resources for Lifetime Fitness and Wellness Pursuits Course. Without the licenses, students will be without the appropriate learning resources to meet the educational goals of the course.

INFORMATION SOURCE:

Marcey Sorensen



QUOTE

HUMAN KINETICS

1607 North Market Street • P.O. Box 5076 • Champaign, IL 61825-5076 • 800-747-4457 • Fax: 217-351-2674

TO: FORT WORTH ISD
100 N UNIVERSITY DR
FORT WORTH, TX 76107

Date: September 13, 2022
EXP DATE: December 31, 2022

SALESPERSON	SHIPPING METHOD	SHIPPING TERMS	PAYMENT TERMS
John Klein	NA-Electronic Product	NA-Electronic Product	Net 30

QTY	ISBN	DESCRIPTION	LIST PRICE PER UNIT	TEA P2022 PRICE	LINE TOTAL
1,291	9781492591535	Fitness for life HS PE Interactive Web Text 1-Year	\$56.00	\$45.00	\$58,095.00
All Teachers	9781718208728	Fitness for Life HS PE Teacher Collection 1-Year	\$990.00	\$0.00	\$0.00

All teaching editions (Teacher Collection) are complimentary for all teachers as long as student editions are procured.

SUBTOTAL	\$58,095.00
SALES TAX	Tax Exempt
SHIPPING	NA-Electronic Product
TOTAL	\$58,095.00

Please submit purchase orders to:
Email: Johnk@hkusa.com

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: APPROVE PURCHASE OF EQUIPMENT AND SERVICES FOR FIRE ALARM REPLACEMENTS

BACKGROUND:

Fire alarm systems are essential operational equipment for schools. The fire alarm equipment at three (3) campuses is out-dated and requires replacement. This request includes equipment, materials, and installation services for a complete fire safety system replacement at Jo Kelly School, Greenbriar Elementary, and Waverly Park Elementary.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Equipment and Services for Fire Alarm Replacements
2. Decline to Approve Purchase of Equipment and Services for Fire Alarm Replacements
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Equipment and Services for Fire Alarm Replacements

FUNDING SOURCE:

Additional Details

TRE	198-51-6299-810-026-99-423-000000.....	\$61,625
	198-51-6299-810-134-99-423-000000.....	\$134,225
	198-51-6299-810-176-99-423-000000.....	\$135,145

COST:

\$330,995

VENDORS:

Century Fire Protection - *Allied States Cooperative RFP #17-7245*
Firetrol Protection Systems - *Buyboard Contract #654-21*

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 was obtained through Allied States RFP 17-7245 and Buyboard Contract #654-21; 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:

Jo Kelly School
Greenbriar Elementary
Waverly Park Elementary

RATIONALE:

This purchase provides the required fire safety equipment for these campuses.

INFORMATION SOURCE:

Marlon Shears

TEXAS FIRE & SOUND

“Serving the great State of Texas”

Dallas • Denver • Houston • Ft. Worth • Austin • San Antonio

833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Joe Kelly
Proposal : 2206.9933.039
Date : 06/17/2022

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL PRICE (TAX EXCLUDED) \$61,625.00
Total Sum of Sixty-One Thousand Six Hundred Twenty-Five & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extend parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

TEXAS FIRE & SOUND

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833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Waverly Park Elementary

Proposal : 2206.9933.037

Date : 06/17/2022

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL PRICE (TAX EXCLUDED) \$ 135,145.00
Total Sum of One Hundred Thirty-Five Thousand One Hundred Forty-Five & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extend parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

MX Holdings US,

FWISD Greenbriar Elementary School

Proposal to Provide and Install an Addressable Voice Evacuation Fire Alarm System



FIRETROL
Protection Systems

One Source *Fire* ^{and} *Security* Solutions



June 29th, 2022

Fort Worth Independent School District
100 N University Drive, Suite 300
Fort Worth, Texas 76107
Attn: Randy Loftin

Project: FWISD Greenbriar ES Fire Alarm System Upgrade
1605 Grady Lee Street
Fort Worth, Texas 76134
Proposal #43-22069 / BuyBoard Contract #654-21

Firetrol Protection Systems, Inc. (“Firetrol”) proposes the following scope of work:

Firetrol is to provide the labor, design documents, submittals, permits and testing with the fire marshal as necessary for the installation of a voice evacuation fire alarm system that is required for a single story (E Occupancy) building. An addressable voice evacuation fire alarm system will be installed to replace the existing fire alarm system. This proposal is based on the site walk that was performed on June 23, 2022 with Randy Loftin.

SUBJECT TO THE “ADDITIONAL TERMS AND CONDITIONS” set forth hereinafter, Firetrol agrees to sell and provide, and Purchaser agrees to buy the materials and services necessary for performance of the above-described Work for the sum of:

Voice Evacuation Fire Alarm System Upgrade

\$134,225.00

(Pricing includes sales or use tax, if applicable, BuyBoard Contract #654-21)

CLARIFICATIONS

1. Proposal is valid for 90-days.
2. Payment terms are net 30-days.
3. Pricing includes sales or use tax, if applicable.
4. This proposal is based on a one-on-one replacement of existing fire alarm devices with Silent Knight and System Sensor devices. Any additional devices that may be required to bring the system up to today’s building, fire and safety codes will require additional monies.
5. ***This proposal includes the addition of System Sensor CO1224T Carbon Monoxide Detectors with the required SK-Monitor Module for each of the classrooms.***
6. CAD files are to be provided by the owner or the owner’s agent at no cost to Firetrol.
7. Any changes or additions to the original design will require additional monies.
8. Dedicated 120vac power to the fire alarm panel, dampers, power supplies, doors of any kind, or drop downs are to be provided by the Electrical Contractor.
9. All fire alarm cable wiring shall be “free air” (by codes and standards).
10. This proposal provides a system where the battery calculations provide up to 24 hrs./15 min. standby time.
11. This proposal is only valid upon the approval of a Silent Knight 6820EVS fire alarm system by the owner’s agent, general contractor, or the engineer on record.
12. Firetrol will not be responsible for any additional equipment that the Local AHJ may ask for at any time that is not part of the original contract.
13. Design will be submitted to the AHJ for approval after receipt of signed Firetrol proposal or contract.
14. Expected approval from the AHJ is four (4) weeks after the date of submittal to the city.
15. Fire Alarm Communicator will be provided by FWISD as necessary.
16. Work to be completed per construction schedule agreed upon by both parties after receipt of a signed proposal or contract and approval of submittals from the AHJ.
17. ***Be advised that there is an above average lead times for materials. This is mainly due to delays in product manufacturing and in shipping.***

ITEMS INCLUDED FROM THIS PROPOSAL/AGREEMENT

- Includes submittals for permit, calculations, as-built drawings.
- ***Includes the demolition and removal of the existing fire alarm system(s).***
- Includes lift / scaffold rentals as necessary.
- Includes inspections & testing.
- Includes City fees, permit fees, plan review fees.
- Includes Warranty of 1-year. Only New Materials are covered under Warranty.
- Includes software support for one year.



ITEMS EXCLUDED FROM THIS PROPOSAL/AGREEMENT

- Excludes any fire watch on premises during construction phase(s). This service is available at a negotiated rate and per separate contract as needed.
- Excludes any provision of or the installation of any security, HVAC, or fire door equipment.
- Owner is to provide the coordination and cover the cost of all third party engagements. Example: HVAC Contractors, Electrical Contractors, Elevator Contractors, etc.
- ***Excludes the provision and installation of components including, but not limited to HVAC shutdown, EPO devices, sound systems, security doors, magnetic locked doors, existing fire panels, power supplies, stairwell pressurization devices, or smoke control devices and/or the smoke control panel. These devices are to be provided and installed by others. Firetrol will make the necessary connection of these devices to the fire alarm system as required by code.***
- Excludes the provision or the connection to any phone line(s), internet or intranet systems or services.
- Excludes the provision or installation of any firefighter phones/jacks, signal repeaters and/or communication networks.
- ***Excludes the provision or installation of DAS/BDA and Area of Rescue systems.***
- Excludes the provision or installation of any fire dampers, fire smoke dampers or damper closure relays. These items are to be provided and installed by others.
- Excludes the provision, installation and the powering of duct smoke detectors and shutdown relays for smoke or fire/smoke dampers. To be provided, installed and powered by others.
- ***Excludes all trench work, fire putty pads, sleeving, concrete, coring, wall penetrations, ceiling work, fire caulking, painting, sanding, patching or sealing of a room. These items shall be the responsibility of the general contractor.***
- Excludes underground piping, fiber, conduit or pathways to be completed by others.
- Excludes relays, equipment, or installation of all building automation/control systems.
- Excludes Isolation modules.
- Excludes graphical workstations.
- Excludes printers.
- Excludes any provision of or the installation or the monitoring of any required Knox-Box.
- Excludes the monitoring of the fire alarm system. Firetrol, if requested by the general contractor or the owner's agent, can provide this service for an additional fee. The majority of AHJs require that this service is in place prior to the final inspection being scheduled and performed.
- Excludes Building Information Modeling (BIM) Coordination and Modeling.
- Excludes Liquidated Damages.
- Excludes performance and payment bonds.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions or concerns, please do not hesitate to contact me directly.

Authorized Signature: *Chris Shuman*

Chris Shuman – A&D Contract & Services
Texas APS-2043126
C: (214) 325-6613
O: (817) 740-1801
Email: cshuman@firetrol.net

I agree to the above scope of work, specifications, pricing, and terms and authorize Firetrol Protection Systems to complete the work as specified. I affirm that I am an authorized representative of the above company and have authority to sign this agreement.

Accepted By:

Signature	Date	Purchase Order #
Name (Please Print)	Title	

CONFIDENTIALITY STATEMENT

This proposal contains information that is confidential pertaining to Firetrol Protection and FPI Builders. It shall neither be duplicated nor disclosed to any person or persons outside of the respective companies without prior written consent and such information shall be permitted to become known only to such employees of the bidder and the purchaser as shall be deemed necessary to make an evaluation of the proposal and any agreement which may result therefrom.

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF A UNIFIED ENROLLMENT SYSTEM**

BACKGROUND:

This is a renewal of an existing contract. Fort Worth ISD (FWISD) manages multiple systems for families to apply to Gold Seal Choice programs, school transfers, Pre-K programs, summer school, and general student registration. Families need to navigate these various systems in order to access these opportunities. In addition, these systems have not all integrated with our Student Information System to create a seamless experience for families and school sites.

FWISD launched a Request for Proposals (RFP) from qualified vendors to determine the most suitable packaged solution for a school finder, enrollment management, school choice application management, program registration, and waitlist management system(s). The goal is to create a Unified Enrollment System where parents can access information about neighborhood and other district schools, Choice programs, and other initiatives (Pre-K; Summer Launch) that require registration. The District intends to launch the solution in the spring of 2023; therefore, families may begin utilizing the system in March 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of a Unified Enrollment System
2. Decline to Approve Purchase of a Unified Enrollment System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Unified Enrollment System

FUNDING SOURCE: **Additional Details**

ESSER Fund 282-61-6299-001-999-24-950-0000417-22F32

COST:

Not-to-Exceed - \$215,746.96

VENDOR:

SchoolMint

PURCHASING MECHANISM:

Bid Statistics

Bid Number: 22-008

Number of Bids/Proposals received: 10

HUB Firms: 0

Compliant Bids: 6

Purchasing Support Documents Needed:

Not Applicable

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

All Fort Worth Schools

RATIONALE:

FWISD expects this solution to increase the efficiency and transparency of the entire enrollment process by creating one portal that accesses the various educational opportunities offered in Fort Worth ISD.

INFORMATION SOURCE:

David Saenz

Marlon Shears

David



Renewal Order Form for Fort Worth ISD

Prepared for: Marlon Shears

Created by: Mariana Caballero

Date Presented: Aug 17, 2022

370

David Saenz

ORDER FORM

This Order Form (this "Agreement") is entered into as of 10/04/2022 (the "Effective Date"), by and between Fort Worth ISD ("Client"), and SchoolMint, Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services") subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term

Access to the Services described below shall remain in effect from 10/04/2022 until 10/03/2023 ("Subscription Term").

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Type of License	Quantity
Enrollment Number	72,605
Number of Sites	126

Name	Price	QTY	Subtotal
Enroll District SEM Bundle Includes SchoolFinder, Choice and Transfer Applications, Lottery / Wait List, Registration and Re-Enrollment and Events Scheduling. A 25% discount is provided on component parts when purchased as a bundle.	\$177,246.96	1	\$177,246.96
Enroll Premium Support	\$32,200.00	1	\$32,200.00
System Language Translations 6 languages: Arabic, Burmese, Somali, Swahili, Hindi, Nepali	\$6,300.00	1	\$6,300.00

Total **\$215,746.96**

Discounts, if any, are only applicable to the current subscription term.

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

Services

Any unused services purchased expire after **12 months**. There are no refunds or credits issued for unused services.

Premium Customer Care (Customer Support) includes:

- Prioritized ticketing queues
- Troubleshooting and break/fix support of SchoolMint-developed customizations
- Troubleshooting and break/fix support of licensed SchoolMint applications
- Email, Chat, and Phone support for up to four (4) named administrators, during standard business hours (Monday-Friday, 8AM-6PM CST).
- Year-round access to training videos, launch checklists & best practice tips
- Access to a Knowledge Base and tutorials

Customer Care services are subject to change on an annual basis.

CONDITIONS OF AGREEMENT:

- **OFFER EXPIRATION:** This Order Form is valid until 10/04/2022
- **MSA INCORPORATED:** Access to the Services is conditioned upon the Client’s review and agreement of the Master Services Agreement (MSA), linked below.
- **PAYMENT TERMS:** Ongoing fees are invoiced annually, on a Net-30 basis.
- **TAX LIABILITY:** All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
- **ANNUAL AUDITS:** SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.

Payments can be made by bank transfer to:

Bank Name:

Bank Holder:

Account No.:


ABA/Routing #:

Terms:

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

By checking this box and signing below, I hereby acknowledge that I have received and read SchoolMint's [MSA](#).

Fort Worth ISD

 **By:** _____

Name: Marlon Shears

Title: CIO

Date: 09 / 06 / 2022

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: APPROVE PURCHASE OF DISASTER RECOVERY MANAGED SERVICES

BACKGROUND:

Disaster recovery managed services provide Fort Worth ISD with services to maintain and upgrade its technology infrastructure which supports critical District applications in the event of unexpected natural or human disasters. These services also include continuous maintenance, patching, architecture updates, and functional tests. Yearly reports are provided on the District's failover and recovery processes concerning the District's Enterprise Resource Planning (ERP) system. This service will support the District through October 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Disaster Recovery Managed Services
2. Decline to Approve Purchase of Disaster Recovery Managed Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Disaster Recovery Managed Services

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6299-814-999-99-427-000000

COST:

\$158,700

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

20-035-A Addendum 1 (Software Products) (Formerly MaeTech)

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

District - Wide

RATIONALE:

Approval of this managed service will provide Fort Worth ISD with support and consultation for comprehensive disaster recovery and business continuity strategy.

INFORMATION SOURCE:

Marlon Shears



Cloud Unity

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

QUOTE

ADDRESS

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

QUOTE # 218

DATE 08/24/2022

EXPIRATION DATE 11/04/2022

SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Month of October Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of November Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of December Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of January Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of February Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of March Disaster Recovery / Business Continuity Managed Services - (Troubleshooting	1	7,600.00	7,600.00

SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
	and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).			
Managed Services	Month of April Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of May Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of June Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of July Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of August Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Managed Services	Month of September Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting).	1	7,600.00	7,600.00
Consulting	Bi-Annual (Mid-Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00
Consulting	Bi-Annual (End of School Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting.	1	31,000.00	31,000.00
Consulting	Deployment and Configuration of Veeam Immutable Backups to Azure with Archive Policies for Retention	1	5,500.00	5,500.00

Vendor #: 29405

16-089-Y Academic/Educational Consultants

19-085-E CTE-Instructional Materials, Services & Equip

21-053 Addendum 2 (IT Consultant Service)

20-035-A Addendum 1 (Software Products)(Formerly MaeTech)

TOTAL

\$158,700.00

Accepted By

Accepted Date

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF A STUDENT RE-ENGAGEMENT PROGRAM**

BACKGROUND:

This is a renewal of an existing contract. High schools have continued to work to bring back students who have dropped-out from their studies. Systems have also been put in place to increase the number of students graduating from high school.

Fort Worth ISD (FWISD) offers two (2) options for students to return to school:

- 1) Students can return to their home campus and be enrolled in traditional classes while earning credit through Edgenuity;
- 2) Students may attend the Success High School Recovery Program.

FWISD sought out a partner that could add a third (3rd) option while meeting the following stipulations:

1. Support the students and families with information that would allow the students to select a path (in the order listed) that best supports their life situations. Those options include:
 - a. Join a FWISD comprehensive campus;
 - b. Join FWISD's Success High School;
 - c. Join a fully virtual high school that would allow them to complete their diploma.
2. Implement and manage a fully virtual dropout recovery option that would include various academic and non-academic supports to aid the students in completing their diploma.
3. The virtual program should offer all courses required for a Texas high school diploma in addition to robust career pathway options that lead to high wage/high need certifications.
4. Provide support to ensure students transition into one (1) of the three (3) options mentioned above and have successfully completed their selected option.
5. Able to work with FWISD in branding this effort to ensure students return to school and not only complete their diploma, but receive support in exploring post-secondary and/or career options.
6. Use available state funding to create a self-sustaining program in which our partner is compensated based on the successful completion of courses towards graduation.

The proposed partnership with the recovery program meets all of these requirements and will allow the Department to add the third (3rd), fully online, option for students desiring to complete their high school diploma within a flexible schedule that meets their life needs. This option is self-funded as the District receives funding for students that have entered and are successful in the program.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Student Re-Engagement Program
2. Decline to Approve Purchase of a Student Re-Engagement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of a Student Re-Engagement Program

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6291-001-XXX-24-417-000000

COST:

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

VENDOR:

Graduation Alliance

PURCHASING MECHANISM:

Bid Statistics

Bid Number: 21-090

No. of Bid/Proposals received: 4

HUB firms: 0

Compliant bids: 1

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Amon Carter-Riverside High School	Arlington Heights High School	South Hills High School
Diamond Hill-Jarvis High School	Paul Laurence Dunbar High School	Eastern Hills High School
North Side High School	Polytechnic High School	Paschal High School
Trimble Tech High School	Southwest High School	Western Hills High School
O.D. Wyatt High School	International Newcomer Academy	Benbrook Middle/High School
Young Women’s Leadership Academy	Young Men’s Leadership Academy	World Language Institute
TCC South – Fort Worth ISD Collegiate	I.M. Terrell Academy for STEM and VP	

RATIONALE:

The passing of House Bill (HB) 3706 in the 85th Texas Legislature allows school districts to offer a fully funded, online option for dropped-out students. This would allow the Department to offer a flexible third (3rd) option for students that need flexibility in their schedule and earn their high school diploma.

The recovery program has spent the last decade and a half dedicated to tackling the dropout epidemic in the U.S. The program has partnered with states and districts nationwide to serve students. The service provider does this in a cost neutral manner by leveraging state funds and creating district centered programs. Furthermore, they have partnered with more than 250 state agencies, school districts, community colleges and workforce boards around the country to find, engage, recruit, reenroll, educate and mentor drop out and missing students to complete their graduation requirements with their current school district.

INFORMATION SOURCE:

David Saenz

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF A MASTER SCHEDULING TOOL AND
TECHNICAL ASSISTANCE****

BACKGROUND:

This a renewal to an existing contract for the 2022 - 2023 school year. Fort Worth ISD sought technical assistance to help create a system that will lead to the construction of elementary and secondary master schedules. The master schedules are focused on student choice and efficient resource utilization. The vendor was selected based on their proposal to have a substantial training component that will train administrators how to use the tool and learn the steps to build an efficient master schedule that meets the requests of students.

In addition, the technical assistance provider will support the development and implementation of strategies for the master scheduling tool, develop personnel training to support the construction of master schedules, and support the development of District wide practices for successfully supporting and implementing a successful master schedule process. This process leads to a better understanding of the various inputs and decisions that must be made in order to build an efficient master schedule focused on student choices.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of a Master Scheduling Tool and Technical Assistance
2. Decline to Approve Purchase of a Master Scheduling Tool and Technical Assistance
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Master Scheduling Tool and Technical Assistance

FUNDING SOURCE: ***Additional Details***

ESSER Fund	282-13-6299-001-999-24-950-000417-22F32.....	\$ 55,781.25
	282-11-6399-001-XXX-24-950-000417-22F32.....	\$261,975.00

COST:

\$317,756.25

VENDOR:

Education Advanced, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid Number: 22-057

Number of Bids/Proposals received: 2

HUB Firms: 0

Compliant Bids: 2

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

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

All Fort Worth ISD Campuses

RATIONALE:

The purchase of this technical assistance will allow the capacity of the District and campus administrators to design and implement efficient master schedules focused on student course selections. At the end of the assistance, the District will have established training schedules, a handbook, timelines, and targets for the construction of strong and efficient master schedules designed around student needs.

INFORMATION SOURCE:

David Saenz



Education Advanced, Inc
 2702 E. Fifth St, #372
 Tyler, TX 75701
 (903) 858-4497
billing@educationadvanced.com
<http://www.educationadvanced.com>

Sales Rep Brent Reid

Contact Name	David Saenz	Quote Number	00004808
Bill To Name	Fort Worth ISD	Created Date	8/16/2022
Bill To	100 N University Dr Fort Worth, TX 76107-3010 USA	Expiration Date	10/31/2022

Product	Line Item Description	Sales Price	Quantity	Total Price
Cardonex Subscription	School Year 2022-2023	\$7.00	37,425.00	\$261,975.00
Cardonex Training	School Year 2022-2023	\$55,781.25	1.00	\$55,781.25

Quote for Services has been submitted for your approval. Terms of agreement for services will be governed by Company's Terms of Service.	Subtotal	\$317,756.25
	Total Price	\$317,756.25

Notes Please send PO to
billing@educationadvanced.com

Quote Acceptance Information

Accepted By _____
 Signature _____
 Accepted Date _____

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE PURCHASE OF SERVICES FOR CLASSROOM
INTERACTIVE WHITEBOARD REMOVAL**

BACKGROUND:

Classroom interactive whiteboards (IWB) will be replaced with new interactive flat panels in elementary schools and high schools. To maximize classroom space and remove outdated equipment, services are needed to de-install wall-mounted IWB systems. These removal services will include: Removing the current classroom whiteboards from elementary schools and high schools; Recording hardware information for asset management purposes; and Electronics disposal of old equipment.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Services for Classroom Interactive Whiteboard Removal
2. Decline to Approve Purchase of Services for Classroom Interactive Whiteboard Removal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Services for Classroom Interactive Whiteboard Removal

FUNDING SOURCE: *Additional Details*

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

COST:

Not-to-Exceed - \$550,000

VENDORS:

GTS
ProComputing

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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-5754 - Vendor GTS; The Interlocal Purchasing System Contract 210101 - Vendor ProCumputing. Supporting documentation is attached. The recommended vendors are listed above.

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

All Elementary and Secondary Campuses

RATIONALE:

The removal of outdated interactive whiteboards and equipment is necessary to maximize classroom space as new Interactive Flat Panels are deployed into classrooms.

INFORMATION SOURCE:

Marlon Shears



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

Quote

Quote #: QT0090798
Date: 10/13/2022
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
82307695 - 00	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	SERVICES: DEPLOYMENT CLIENT SE: Promethean Interactive Whiteboard Removal	DIR-CPO-4754	1.00	EACH	\$285.73	\$285.73

NOTE: Deliver Promethean Boards to Echo for Drop Off and Disposal

Total Weight (EACH):	0	Sales Total:	\$285.73
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited, 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.</i>		Tax Total:	\$0.00
		Total (USD):	\$285.73



ProComputing

P.O. Box 2720
Grapevine, TX 76099

PROPOSAL: 157421
DOC. TYPE: SQ
DATE: 10/12/2022
SHIP VIA:

REP: FRANKS, JUSTIN

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

SHIP TO: FORT WORTH ISD
100 N UNIVERSITY DR
DIVISION OF TECHNOLOGY
FORT WORTH, TX 76107-1300
PH. (817) 871-2123

Account:	100396	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Deinstall				
ABRELOCATE	AB+2 Deinstall/Surplus A/V Removal and relocate to Surplus. Must be purchased with mobile stand and installation	1	\$125.00	\$125.00
TIPS	TIPS (Contract# 210101) Technology Solutions, Products and Services	1	\$0.00	\$0.00

Sub-Total:	\$125.00
Tax:	\$0.00
Total:	\$125.00

FOR ELECTRONIC INVOICING:

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

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

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

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

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

BACKGROUND:

The District recently approved the purchase of new laptops for teachers at all campuses. To ensure all teachers can connect to various technologies in the classroom, adapters are needed to provide the ability to connect accessories for instruction as well as act as a backup connection for classroom audio-visual equipment.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Adapters for Teacher Laptops

FUNDING SOURCE: **Additional Details**

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

COST:

\$270,847.50

VENDOR:

Amazon Business

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 Omina Partners Contract MG20-81. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Omina Partners

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

All Campuses

RATIONALE:

These adapters will provide teachers the ability to connect accessories for instruction as well as act as a backup connection for classroom audio-visual equipment.

INFORMATION SOURCE:

Marlon Shears

QUOTE V71820136



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

Omnia R-TC-17006

BILL TO

Fort Worth Independent School District

SHIP TO

Fort Worth Independent School District

Quote Date: 10/21/2022

Valid For: 14 days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
USB C Docking Station Dual Monitor, 11-in-1 USB-C Laptop Docking Station to Dual 4K HDMI,VGA,Gigabit Ethernet,3 USB 3.1 10G,2 USB 2.0,87W PD,Audio for Dell/Surface/HP/Lenovo Laptops	5250	\$ 51.59	\$ 270,847.50

SUBTOTAL	270847.50
DISCOUNT	0.00
SUBTOTAL LESS DISCOUNT	270847.50
TAX RATE	0.00%
TOTAL TAX	0.00
SHIPPING/HANDLING	0.00

Thank you for your business!

Quote Total \$ 270,847.50

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE PURCHASE OF FURNITURE FOR THE DISTRICT'S
FACILITY LOCATED AT 7060 CAMP BOWIE BOULEVARD, FORT
WORTH, TEXAS**

BACKGROUND:

On May 24, 2022, the Board of Education (BOE) authorized the Superintendent, or Designee, to negotiate and enter into a contract with a General Contractor for Guarantee Maximum Price (GMP) Package No. 2 (GMP#2), which included the renovation and build back of the interior of the Camp Bowie facility and renovation of the exterior facade. Said contract was entered into with Reeder/Summit JV. The project is currently underway and on schedule. This facility will become the District's new Central Administration Building with a substantial completion date of July 31, 2023. As a result of the relocation of over 300 employees to 7060 Camp Bowie Boulevard, it is necessary to purchase furniture for this newly renovated facility.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Furniture for the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas
2. Decline to Approve Purchase of Furniture for the District's Facility Located at 7060 Camp Bowie Boulevard, Fort Worth, Texas
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE:

Additional Details

Real Estate Sales Proceeds Fund

652-81-6629-OCB-999-99-405-000000

COST:

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

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

VENDOR:

Business Interiors

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

Bid Number: 23-059

Number of Bid/Proposals received: 26

HUB Firms: 5*

Compliant Bids: 24

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.

Cooperative Agreements

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal/Cooperative Contract. Pricing obtained through:

Educational & Institutional Cooperative - Contract E100140

National Cooperative Purchasing Alliance - Contract 07-18

Sourcewell - Contract 010920-KRS, 121919-KII

Omnia Partners - Region 4 - Contract R191813, 191806, 000896, R191811, R191803

The Interlocal Purchasing System - Contract 200301

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

Deputy Superintendent

Chief Financial Officer

Chief of Operations

RATIONALE:

The District's facility located at 7060 Camp Bowie Boulevard, Fort Worth, Texas, is being totally renovated and remodeled to become the District's new Central Administration Building, relocating over 300 employees from 100 North University, Fort Worth, Texas, to the newly

renovated and remodeled facility on Camp Bowie Boulevard. The purchase of furniture is necessary to accommodate staff being relocated to this facility.

INFORMATION SOURCES:

Karen Molinar
Carmen Arrieta-Candelaria
Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF ENERGY MANAGEMENT EQUIPMENT AND SERVICES**

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase energy management equipment and services as needed across the District. The vendors provide energy management controls, installation, and technical support such as troubleshooting and repairing installed equipment. The Department is requesting a not-to-exceed amount of \$900,000, 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 among all vendors listed and complies with procurement methods set forth in policy CH(LEGAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Energy Management Equipment and Services
2. Decline to Approve Purchase of Energy Management Equipment and Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Energy Management Equipment and Services

FUNDING SOURCE: *Additional Details*

Various Funds Departments and Campus Budgets As Determined

COST:

Not-to-Exceed - \$900,000

VENDORS:

Enviromatic Systems
Climate, LLC
Logical Solutions Inc

PURCHASING MECHANISMS:

Cooperative Agreement

Enviromatic Systems

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 631-20. Supporting documentation is attached. The recommended vendor is listed above.

Competitive Solicitation

Climate, LLC
Logical Solutions Inc

Bid/Proposal Statistics

FWISD Bid Number: 21-044
Number of Bid/Proposals received: 225
HUB Firms: 16
Compliant Bids: 224

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:

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 energy management equipment and services will ensure that Operations can maintain proper climate control in schools and facilities for the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF UNANTICIPATED ENVIRONMENTAL SERVICES**

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase environmental services that include disaster restoration, carpet cleaning, disposal of hazardous materials, and asbestos abatement as needed across the District. The Department is requesting a not-to-exceed amount of \$200,000, 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 among all vendors listed and complies with procurement methods set forth in policy CH(LEGAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Unanticipated Environmental Services
2. Decline to Approve Purchase of Unanticipated Environmental Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Unanticipated Environmental Services

FUNDING SOURCE: **Additional Details**

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$200,000

VENDORS:

Blackmon Mooring
Intercon Environmental
Sunbelt Industrial Services

PURCHASING MECHANISMS:

Competitive Solicitation

Sunbelt Industrial Services

Bid/Proposal Statistics

FWISD Bid Number: 18-063

Number of Bid/Proposals received: 6

HUB Firms: 2

Compliant Bids: 6

Black Mooring

Bid/Proposal Statistics

FWISD Bid Number: 19-056

Number of Bid/Proposals received: 14

HUB Firms: 3

Compliant Bids: 14

Intercon Environmental

Bid/Proposal Statistics

FWISD Bid Number: 22-060

Number of Bid/Proposals received: 4

HUB Firms: 3

Compliant Bids: 4

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

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

District Operations

All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for environmental services will ensure that District Operations can quickly respond to necessary, and oftentimes emergent environmental needs during the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF MINOR FENCING REPAIRS AND
INSTALLATION****

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through a purchasing cooperative, to purchase fencing repairs and installations across the District. Fencing helps to provide a safe environment at campuses and District facilities. The Department is requesting a not-to-exceed amount of \$140,000 based on previous annual expenditures and upcoming planned projects.

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Minor Fencing Repairs and Installation
2. Decline to Approve Purchase of Minor Fencing Repairs and Installation
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Minor Fencing Repairs and Installation

FUNDING SOURCE: *Additional Details*

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$140,000

VENDOR:

Buzz Custom Fence

PURCHASING MECHANISM:

Competitive Solicitation

Buzz Custom Fence

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.

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

District Operations

All Schools and Facilities

RATIONALE:

Approval of fencing repairs and installation will ensure the District can respond quickly to fencing needs during the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: **APPROVE PURCHASE OF MOVING SERVICES TO SUPPORT
WAREHOUSE SERVICES****

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through purchasing cooperatives, to purchase moving services as needed across the District. The Department is requesting a not-to-exceed amount of \$88,000 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 Moving Services to Support Warehouse Services
2. Decline to Approve Purchase of Moving Services to Support Warehouse Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Moving Services to Support Warehouse Services

FUNDING SOURCE: *Additional Details*

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$88,000

VENDOR:

Exserv Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

FWISD Bid Number: 22-136

Number of Bid/Proposals received: 130

HUB Firms: 15

Compliant Bids: 130

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

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

District Operations

All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for moving services will ensure that District Operations can respond quickly to necessary moves in the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE PURCHASE OF UNANTICIPATED MINOR ROOFING REPAIRS**

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendor listed below, awarded through a purchasing cooperative, to purchase roof repairs, (many are urgent repairs), as needed across the District. The Department is requesting a not-to-exceed amount of \$556,000, 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 Unanticipated Minor Roofing Repairs
2. Decline to Approve Purchase of Unanticipated Minor Roofing Repairs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Unanticipated Minor Roofing Repairs

FUNDING SOURCE: **Additional Details**

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$556,000

VENDOR:

Castro Roofing of Texas

PURCHASING MECHANISM:

Cooperative Agreement

TIPS Contract #21060301, #21060302, #200201, #22050101, #22050102

Purchasing Support Documents Needed:

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for roofing services will ensure that District Operations can respond quickly to necessary roofing repairs for the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

TOPIC: APPROVE PURCHASE OF PAPER FOR WAREHOUSE STOCK

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase paper as needed for the District warehouse. District Operations is requesting a not-to-exceed amount of \$1,500,000 based on previous annual expenditures. Paper has become increasingly difficult to procure in large quantities by issuing one (1) or two (2) purchase orders per year. To fulfill District needs, many smaller purchases must be made, allowing vendors to fill orders as their stock is received.

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

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Paper for Warehouse Stock
2. Decline to Approve Purchase of Paper for Warehouse Stock
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Paper for Warehouse Stock

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

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

VENDORS:

Olmsted-Kirk Paper Company - *EPCNT RFP F1016-19*
Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest -
PACE Bid P00230
Pollock Paper Investments, Inc. - *RFP 21-068*
Office Depot Business Service Division – *RFP 19-03*

PURCHASING MECHANISMS:

Cooperative Agreement

Olmsted-Kirk Paper Company - *EPCNT RFP F1016-19*
Dahill Office Technology Corporation DBA Xerox Business Solutions Southwest -
PACE Bid P00230
Office Depot Business Service Division – *RFP 19-03*

Competitive Solicitation

Pollock Paper Investments, Inc. - *RFP 21-068*

Bid/Proposal Statistics

Bid Number: 21-068
Number of Bid/Proposals received: 32
HUB Firms: 11
Compliant Bids: 32

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

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for the purchase of paper for the District warehouse will ensure that students and staff have sufficient stock for the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022**

**TOPIC: APPROVE AESTHETIC CONSTRUCTION FOR SINGLE SITE
PROJECTS**

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase construction for as needed repairs or for small projects across the District. The Department is requesting a not-to-exceed amount of \$1,300,000 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 among all vendors listed and complies with procurement methods set forth in policy CH(LEGAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Aesthetic Construction for Single Site Projects
2. Decline to Approve Aesthetic Construction for Single Site Projects
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Aesthetic Construction for Single Site Projects

FUNDING SOURCE: Additional Details

Various Funds Department and Campus Budgets as Determined

COST:

Total Not-to Exceed - \$1,300,000

VENDORS:

McColm Paving Action Construction
SDB Contracting Services
Icon Diversified, LLC
Caststone Solutions

PURCHASING MECHANISMS:

Cooperative Agreement

McColm Paving Action Construction - *TIPS Contract #210205*
SDB Contracting Services - *TIPS Contract #211001*
Icon Diversified, LLC - *EPCNT Crowley ISD RFP-002-2020*

Competitive Solicitation

Caststone Solutions

Bid/Proposal Statistics

FWISD Bid Number: 22-062

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. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

McColm Paving Action Construction
SDB Contracting Services

These purchases will be in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System Contract 211001. The recommended vendors are listed above.

Icon Diversified LLC

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

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for concrete construction will ensure that District Operations can respond quickly to necessary repairs and small projects for the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

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

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the two (2) vendors listed below, awarded through purchasing cooperatives, to purchase elevator and wheelchair lift installations, repairs, and preventative maintenance across the District. The Department is requesting a not-to-exceed amount of \$460,000 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 among all vendors listed and complies with procurement methods set forth in policy CH(LEGAL).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Elevator and Wheelchair Lift Contracted Services

FUNDING SOURCE: **Additional Details**

Various Funds Department and Campus Budgets as Determined

COST:

Not-to-Exceed - \$460,000

VENDORS:

K & M Elevator, LLC
Lift Aids, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Bid/Proposal Statistics

FWISD Bid Number: 19-050

Number of Bid/Proposals received: 5

HUB Firms: 3

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 vendors listed above have been selected to support this purchase.

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

District Operations
All Schools and Facilities

RATIONALE:

Approval of elevator and wheelchair lift contracted services will ensure that District Operations can quickly provide necessary services to maintain equipment functionality during the 2022 - 2023 school year.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: 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

BACKGROUND:

As a result of the new Health Texas Essential Knowledge and Skills (TEKS) approved by the State Board of Education, edits have been made to the health curriculum to include the Abstinence and Sexual Unit (High School) and the Abstinence and Puberty Unit (Middle School Moving to Wellness). The School Health Advisory Council (SHAC) reviewed the health curriculum from May - August, 2022, and voted in favor of recommending the human sexuality health curriculum for high school and 6th Grade Health. The SHAC held two (2) public meetings on September 6th and 7th at 5:30 p.m. as required by law prior to the Board recommendation. During the same health curriculum review, the SHAC voted in favor of the prevention education lessons aligned to the TEKS. New legislation outlines the Board must approve prevention education on the topics of family violence, child abuse, dating violence, and human trafficking. Human sexuality instruction and prevention education require active consent. The Health and Physical Education (HPE) Department meets with parents regularly to review all of the health curriculum materials and answer any questions. A curriculum binder containing all human sexuality and prevention education lessons is available to the Board upon request.

STRATEGIC GOAL:

1- Increase Student Achievement

ALTERNATIVES:

1. Approve Human Sexuality 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
2. Decline to Approve Human Sexuality 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
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Human Sexuality 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

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:

Health and Physical Education
School Health Advisory Council

RATIONALE:

The Fort Worth ISD (FWISD) SHAC and the FWISD HPE Department have completed a thorough analysis of the health curriculum and TEKS. Changes were made to the curriculum to meet the new TEKS and to ensure rigor and learning opportunities for students. The HPE Department continues to utilize transparency and communication with parents requesting to review the curriculum.

Participation in human sexuality and prevention education requires active consent. Students who do not submit opt-in documentation for human sexuality or prevention education will participate in supervised alternative health education lessons. Approving the human sexuality and prevention education curriculum components provides the opportunity: 1) For students to participate in high-quality learning aligned to the TEKS; 2) Honor the Texas Education Code (TEC), and 3) provide parents the choice to opt-in or opt-out their child from this instruction.

INFORMATION SOURCE:

Marcey Sorensen

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE LOW ATTENDANCE DAY WAIVER FOR DIAMOND HILL-JARVIS HIGH SCHOOL**

BACKGROUND:

A social media post threatening harm to Diamond Hill-Jarvis High School students circulated on September 11, 2022. Fort Worth Police Department and Homeland Security “identified the source and made a determination of no legit threat.” Notwithstanding, on September 12, 2022, (the day the threat was issued for) Diamond Hill-Jarvis High School experienced 694 absences resulting in an average daily attendance rate of 30.54%.

The District can request a low attendance waiver from the Texas Education Agency for any day when school is held. Attendance was at least 10 percentage points below the prior year’s overall average attendance rate due to safety issues.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Low Attendance Day Waiver for Diamond Hill-Jarvis High School
2. Decline to Approve Low Attendance Day Waiver for Diamond Hill-Jarvis High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

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:

Diamond Hill-Jarvis High School

RATIONALE:

A low attendance day waiver will allow September 12, 2022 to be considered a non-school day in the District's SIS and TSDS PEIMS reporting for Diamond-Hill Jarvis High School.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria
Jerry Moore

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

**TOPIC: **APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM
APPLICATION FOR THE 2022 - 2023 SCHOOL YEAR****

BACKGROUND:

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one (1) of the requirements of the Texas Education Code (TEA) 29.0822(a).

For eligibility, the student needs to meet one of the following conditions:

- The student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
- the student is attending a campus implementing an approved innovative campus plan; or
- the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
- the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
- the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one (1) or more classes in which the student has been enrolled.

OFSDP, an opt-in program for students, is designed to meet the instructional needs and flexibility of students in Early College High School (ECHS), Pathways in Technology Early College (P-TECH) High School, and Success High School credit recovery and dropout prevention programs. The OFSDP affords students the flexibility to attend college and high school courses when offered, which can include courses outside of normal school hours and days.

The OFSDP also allows school districts to collect daily attendance for students, attending during the summer period of agreement, who are seeking to regain credits due to loss of credit from not meeting compulsory attendance requirements. This would be a new step for Fort Worth ISD. A team will explore the feasibility of implementation for the Summer of 2023. The summer students would be monitored based on Appendix 3 specifications during the identified time frame on Appendix 5.

State-required minutes of 75,600, transportation, University Interscholastic League (UIL) competitions, and FWISD attendance policies were considered and discussed when completing the OFSDP application.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Optional Flexible School Day Program Application for the 2022 - 2023 School Year
2. Decline to Approve Optional Flexible School Day Program Application for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Texas Education Agency

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Office of Innovation
Marine Creek Collegiate High School (ECHS)
Tarrant County College South / Fort Worth ISD Collegiate High School (P-TECH)
Texas Academy of Biomedical Sciences (ECHS)
Dunbar High School (ECHS/PT-ECH Academy only)
O.D. Wyatt High School (ECHS Academy only)
Polytechnic High School (P-TECH Academy only)
Northside High School (P-TECH Academy only)
Eastern Hills High School (P-TECH Academy only)
Carter Riverside High School (P-TECH Academy only)
South Hills High School (P-TECH Academy only)

Diamond Hill-Jarvis High School (P-TECH Academy only)
Southwest High School (ECHS Academy only)
Young Men's Leadership Academy (T-STEM/P-TECH Academy only)
I.M. Terrell (T-STEM/PTECH Academy only)
Success High School (P-TECH Academy and Online Credit Recovery Program)
Arlington Heights High School (Attendance Recovery)
Benbrook Middle/High School (Attendance Recovery)
Paschal High School (Attendance Recovery)
Trimble Tech High School (Attendance Recovery)
Western Hills High School (Attendance Recovery)
World Languages Institute (Attendance Recovery)
Young Women's Leadership Academy (Attendance Recovery)

RATIONALE:

Approval of the Optional Flexible School Day Program for the 2022 - 2023 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year. The OFSDP will allow for families to have increased opportunities for credit recovery and community dropout prevention. The OFSDP would also allow the District to capture daily attendance funds in the summer for students working to regain credits due to excessive absences during the 2022 - 2023 school year.

INFORMATION SOURCE:

David Saenz

Texas Education Agency



APPLICATION

Updated April 2022

Optional Flexible School Day Program (OFSDP)

2022-2023 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

Fort Worth Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at 100 North University Fort Worth, TX 76107

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Angelica Ramsey _____
Typed Title FWISD - Superintendent of Schools _____
Authorized Signature

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Tobi Jackson School Board President 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Angelica Ramsey District Superintendent 817-814-2000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: October

Day: 25

Year: 2022

Time: 6:30 PM

Location: Teaching and Learning Center

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Tobi Jackson School Board President 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Angelica Ramsey District Superintendent 817-814-2000

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
 - e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contact(s) for the Application

District/Charter School Superintendent:	Angelica Ramsey
Mailing Address:	100 North University Drive
City, State, Zip Code:	Fort Worth, Texas, 76107
Telephone Number:	817-814-2000
Email Address:	superintendent@fwisd.org

District PEIMS Coordinator:	Rhonda Fields
Email Address:	rhonda.fields@fwisd.org

OFSDP Contact Name:	Lisa Castillo
Email Address:	lisa.castillo@fwisd.org

OFSDP Contact Name:	Amy Draper
Email Address:	Amy.PenroseDraper@fwisd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

***All file names should include the district/charter school’s name**

ACTION AGENDA ITEM
BOARD MEETING
October 25, 2022

TOPIC: **APPROVE SCHOOL HEALTH ADVISORY COUNCIL BOARD OF TRUSTEES APPOINTMENTS**

BACKGROUND:

In accordance with Texas Education Code (Section 28.004), the Board of Trustees shall appoint at least five (5) members to the local School Health Advisory Council (SHAC). In Fort Worth ISD (FWISD), Board appointed members will serve a two (2) year term. As outlined in code, the majority of the members must be persons who are parents of students enrolled in the District and who are not employed by the District. One (1) of those members shall serve as chair or co-chair of the council. The Board of Trustees may also appoint one (1) or more persons from each of the following groups: Classroom teachers employed by the District; School counselors; School Administrators; District students; Health care professionals; Business community members; Law enforcement; Senior citizens; Clergy members; Nonprofit health organizations; and local Domestic violence programs. Another critical goal of the SHAC is to have parent representation from all regions across the District and health expertise within the membership in order to meet the responsibilities of the SHAC as outlined in Texas Education Code. The duties and responsibilities of the SHAC include making recommendations on:

- Number of hours of instruction in health education
- Policies, Procedures, Strategies, and Curriculum to prevent physical health concerns that include obesity, cardiovascular disease, Type 2 diabetes, and mental health issues through the coordination of:
 - Health Education
 - Physical Education and Physical Activity
 - Nutrition services
 - Parental involvement
 - Instruction on substance abuse prevention
 - School Health Services
 - Comprehensive school counseling
 - Safe and healthy school environments
 - School employee wellness
- Appropriate grade levels and methods of instruction for human sexuality, opioid addiction and abuse, child abuse, family violence, dating violence, and sex trafficking
- Strategies for integrating and coordinating health throughout the District

Nominations for SHAC were open and publicized through FWISD strategic communications from June 27 - August 31, 2022, resulting in 15 nominations. SHAC meetings are open to all, and are announced and recorded according to TEC supporting the opportunity for all to participate.

STRATEGIC GOALS:

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

ALTERNATIVES:

- 1. Approve School Health Advisory Council Board of Trustees Appointments
- 2. Decline to Approve School Health Advisory Council Board of Trustees Appointments
- 3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve School Health Advisory Council Board of Trustees Appointments

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:

Health and Physical Education
School Health Advisory Council

RATIONALE:

Currently, there are 19 FWISD SHAC members. Ten (10) members have at least one (1) child attending school in FWISD. Only 1 parent is employed by the District. By law, SHAC membership should consist mostly of parents not employed by the District. Not all of the regions in FWISD are represented in the current SHAC membership. Many of the SHAC parents are health experts within the Fort Worth community that include: Texas Christian University (TCU); University of North Texas Health Science Center (UNTHSC); American Heart Association; Tarrant County Public Health; Safe Haven; and; Texas A&M AgriLife Extension. The work of the SHAC has the potential to improve the health of the local community and the members are vital to meeting those duties and responsibilities listed in the Texas Education Code Section 28.004.

INFORMATION SOURCE:

Marcey Sorensen

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 October 20, 2022, at 3:45 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**