

*Board of Education
Regular Meeting
September 27, 2022*



Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, September 27, 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, September 26, 2022.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITIONS (*OTHER*)
 - A. Recognition of Students Performing and Greeting Prior to the Meeting
 - B. Career and Technical Student Organization (CTSO) State and National Winners
 - C. Distinguished Project Lead the Way Campuses
 - D. Project Lead the Way (PLTW) Engineering Senior Interns at Lockheed Martin and Bell Textron
4. LONE STAR GOVERNANCE

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

5. PUBLIC COMMENT (*S and T*)

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

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.)

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8. August 20, 2022 - Workshop Minutes	31
9. August 22, 2022 - Workshop Minutes	34
10. August 23, 2022 - Regular Minutes	37
11. August 30, 2022 - Special Minutes	52
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	56
2. Approve Ratification Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2022 - 2023 School Year	65
3. Approve Equipment and Services for Fire Alarm Replacements	76
4. Approve Cell Service for Use with Global Positioning System for District Buses and Vehicles	125
5. Approve Purchase of Four Vans for the Gifted and Talented Department's Mobile Experience	130
6. Approve Purchase of Tutoring Services for Students Living at the Presbyterian Night Shelter	134

7. Approve Purchase of Work Order and Facility Rental Asset Management Software Services	138
8. Approve Purchase of Software Licenses and Training for Special Education Staff	149
9. Approve Purchase of a Comprehension Writing Framework for Secondary Students	153
10. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses	159
11. Approve Purchase of Security Blinds for Arlington Heights High School	219
12. Approve Purchase of Career and Technical Education Engraving Lab Equipment for Engineering and Robotics	224
13. Approve Interim Assessments for Career and Technical Education	231
14. Approve Program Manager for the New Central Administration Building	238
15. Approve Annual Maintenance Renewal for the District's Enterprise Resources Planning System for the 2022 - 2023 School Year	240
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	248
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	259
C. Approve Memorandum of Agreement 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	271
D. Approve Memorandum of Understanding with After-School All Stars to Deliver Fort Worth After-School Programming at Morningside Middle School	278
E. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Paschal Enrichment Foundation for the Transfer of Certain Trust Account Funds	288
F. Approve Interlocal Participation Agreement for the Provision of Unemployment Compensation Administrative Services	302
G. Approve Application for the Waiver of the 2022 - 2023 Request for Maximum Class Size Exception	314
H. Approve Professional Services Contract with the Academy for Urban School Leadership	319

I. Approve Appraisers for the T-TESS Appraisal System Certified as of September 1, 2022	335
J. Approval Annual Investment Report for the Period: July 1, 2021 - June 30, 2022	346
K. Approve Quarterly Investment Report for the Period: April 1, 2022 - June 30, 2022	363
L. Approve Second Reading - Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)	380
M. Approve Minutes from the July 27, 2022 Board Policy Committee Meeting	387
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	390
O. Approve Closeout Contract with Adolfson & Peterson Construction for Job #071-102 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	393

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

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*)

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

12. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda

B. Personnel

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

A. Approve Ratification of the Electronic Visitor Management System for District Campuses and Administrative Facilities	395
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	401
C. Approve Amendment of Contracts for High Impact Tutoring Services	404
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	410
E. Approve Purchase of Software Licenses for Math Intervention and Professional Development	413
F. Approve Purchase of Heavy Equipment for District - Wide Use	417
G. Approve Purchase of Cybersecurity Services for Threat Detection and Response	438
H. Approve Flooring and Flooring Installation Service	442
I. Approve Revisions to the 2022 - 2023 Traditional and Intersessional Calendar	451
J. Approve Application for Staff Development Minutes Waiver Request	453
K. Consider the Level III Complaint of Jearld Smith (Convene in Closed Session, if Necessary)	
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)	

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

15. ADJOURN (<i>OTHER</i>)	
	(<i>V and G</i>) – Vision and Goals
	(<i>P and A</i>) – Progress and Accountability
	(<i>S and P</i>) – Systems and Processes
	(<i>A and E</i>) – Advocacy and Engagement
5	(<i>S and T</i>) – Synergy and Teamwork
	(<i>OTHER</i>) – Other

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 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 Board Workshop on August 2, 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 August 2, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 5:30 p.m. at the Professional Development Center, 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on July 27, 2022, at 3:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 2, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 27, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on July 27, 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
- 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
- Trustee Roxanne Martinez, District 9

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER (OTHER)

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

2. PUBLIC COMMENT (S and T)

Speakers:

Hollie Plemons

Mike Cee

Amy Super

The meeting was recessed to move into Executive Session at 5:39 p.m.

3. 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 (Texas⁹Government Code §551.071)

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of a Public Officer (Including Board of Trustees) or

The workshop was reconvened at 10:05 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 10:05 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 Board Workshop on August 4, 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 August 4, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 8:00 a.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 July 28, 2022, at 4:55 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 4, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on July 28, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on July 28, 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
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
Trustee Roxanne Martinez, District 9

1. 8:00 AM - CALL BOARD WORKSHOP TO ORDER - BOARD ROOM (OTHER)

President Jackson called the Board Workshop to order 8:03 a.m.

2. PUBLIC COMMENT (OTHER)

Speakers:

Mike Cee

The workshop was recessed to move into Executive Session at 8:06 a.m.

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

A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074)

The workshop was reconvened at 5:18 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 5:19 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 Board Workshop on August 5, 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 August 5, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 8:00 a.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 1, 2022, at 3:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 5, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 1, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 1, 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
- 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
- Trustee Roxanne Martinez, District 9

1. 8:00 AM - CALL BOARD WORKSHOP TO ORDER (OTHER)

President Jackson called the workshop to order at 8:00 a.m.

2. PUBLIC COMMENT (OTHER)

No speakers.

The workshop was recessed to move into Executive Session at 8:01 a.m.

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

- A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074)

The workshop was reconvened at 1:11 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 1:11 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 Board Workshop on August 6, 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 August 6, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 12:15 p.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 3, 2022, at 12:15 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 6, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 3, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 3, 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
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
Trustee Roxanne Martinez, District 9

1. 12:15 PM - CALL BOARD WORKSHOP TO ORDER (OTHER)

President Jackson called the workshop to order 12:15 p.m.

2. PUBLIC COMMENT (OTHER)

No Speakers.

The workshop was recessed to move into Executive Session at 12:15 p.m.

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

A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074) (V and G) – Vision and Goals

The workshop was reconvened at 6:48 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 6:52 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 special meeting on August 9, 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 August 9, 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 Professional Development Center, 3150 McCart Avenue, Fort Worth, Texas.

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

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

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

This notice was posted and filed in compliance with the Open Meetings Law on August 3, 2022, at 12:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 9, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 3, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 3, 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
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
Trustee Roxanne Martinez, District 9

The following administrators were present:

Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talent Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

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

2. PUBLIC COMMENT

Speakers:

Mike Cee
Todd Daniel
Hollie Plemons
Amie Super
Carlos Turcios

3. REPORTS/PRESENTATIONS

A. Real Estate Update

Dr. Scribner updated the Board on the *Real Estate Update* report.

B. Safety and Security Update

Deputy Superintendent Karen Molinar, Executive Director of Safety and Security Daniel Garcia, and Director of Law Enforcement, Cid Meadows, gave the *Safety and Security Update*.

C. August 23, 2022 Board Action Items Review

Karen Molinar gave the *August 23, 2022 Board Action Items Review* report

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

The special meeting was recessed to move into Executive Session at 7:36 p.m.

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

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

1. Discussion Regarding Proposed Resolution of EEOC Charge No.: 450-2020-06041
2. Discussion Regarding Proposed Corrective Action Plan Agreement for Texas Education Agency (TEA) Audit # IR2021-07-001

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 the Search for a Superintendent (Texas Government Code §551.074)

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

6. RECONVENE IN SPECIAL MEETING - BOARD ROOM

The special meeting was reconvened at 10:10 p.m.

7. ACTION AGENDA ITEMS

A. Approve Conciliation Agreement Re: EEOC Charge No.: 450-2020-06041

Motion was made by CJ Evans, seconded by Michael Ryan, to Accept the Terms and Conditions of EEOC Charge No.: 450-2020-06041 as Discussed in Closed Session.

The motion was unanimously approved.

B. Approve Corrective Action Plan Agreement Re: Texas Education Agency (TEA) Audit # IR2021-07-001

No action was taken on this item.

C. Election of Board of Education Officers

Dr. Scribner presided over the Election of Board of Education Officers.

Motion was made by Michael Ryan, seconded by Anael Luebanos, to Approve Nomination of the Slate of Board of Education Officers as follows: Tobi Jackson as School Board President, Quinton Phillips as School Board First Vice-President, Roxanne Martinez as School Board Second Vice-President, and CJ Evans as School Board Secretary.

Before action was taken, Wallace Bridges made a comment that he supports the proposed Board of Education Officer Slate with the exception of the School Board President. Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, CJ Evans, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

No: Wallace Bridges.

D. Consider the Level III Grievance of Dr. Kimberly Jenkins (Convene in Closed Session, if Necessary)

23

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 grievance was not held.

8. ADJOURN

The special meeting was adjourned at 10:14 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 Board Workshop on August 18, 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 August 18, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 4:00 p.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 12, 2022, at 4:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 18, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 12, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 12, 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
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

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

President Jackson called the workshop to order at 2:32 p.m.

2. PUBLIC COMMENT (OTHER)

No speakers.

The workshop was recessed to move into Executive Session at 2:34 p.m.

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

A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074)

The workshop was reconvened at 6:19 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 6:19 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 Board Workshop on August 19, 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 August 19, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 4:00 p.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 12, 2022, at 4:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 19, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 12, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 12, 2022.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

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

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

President Jackson called the workshop to order at 4:03 p.m.

2 PUBLIC COMMENT (OTHER)

No speakers.

The workshop was recessed to move into Executive Session at 4:03 p.m.

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

- A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074)

The workshop was reconvened at 7:35 p.m.

4 ADJOURN (OTHER)

The workshop was adjourned at 7:36 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 Board Workshop on August 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 August 20, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop at 4:00 p.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 12, 2022, at 4:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 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 August 12, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 12, 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
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
Trustee Roxanne Martinez, District 9

1. 4:00 PM - CALL BOARD WORKSHOP TO ORDER (OTHER).

President Jackson the Board workshop to order at 4:00 p.m.

2. PUBLIC COMMENT (OTHER)

No speakers.

The workshop was recessed at 4:01 p.m. to move into Executive Session.

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

A. Deliberation Regarding the Employment/Evaluation of Potential Candidates for the Position of Superintendent (Texas Government Code §551.074)

The workshop was reconvened at 7:48 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 7:48 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 Board Workshop on August 22, 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 August 22, 2022, that the Board of Education of the Fort Worth Independent School District held a Board Workshop beginning at 5:30 p.m. at the Cantey Hanger Plaza, 600 West 6th Street, 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 August 18, 2022, at 6:50 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 22, 2022

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

Given under my hand on August 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
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

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER (OTHER)

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

2. PUBLIC COMMENT (S and T)

No speakers.

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

The workshop was recessed at 5:30 p.m. to move into Executive Session.

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

A. 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 the Search for a Superintendent (Texas Government Code §551.074)

5. RECONVENE IN BOARD WORKSHOP SESSION (OTHER)

The workshop was reconvened at 10:19 p.m.

6. ADJOURN (OTHER)

The workshop was adjourned at 10:19 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 meeting on August 23, 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 August 23, 2022, that the Board of Education of the Fort Worth Independent School District held a 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 August 19, 2022, at 6:35 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 23, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 19, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 19, 2022

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Tobi Jackson, District 2
First Vice President Quinton Phillips, District 3
Second Vice President Trustee Roxanne Martinez, District 9
School Board Secretary Carin "CJ" Evans, District 5
Trustee Camille Rodriguez, District 1
Trustee Wallace Bridges, District 4 (Arrived at 5:36 p.m.)
Trustee Anne Darr, District 6
Trustee Michael Ryan, District 7
Trustee Anael Luebanos, District 8

The following administrators were present:

Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
Marcey Sorensen, Chief Academic Officer
Jerry Moore, Chief of Schools
Cherie Washington, Chief of Student Support Services
David Saenz, Chief of Innovation
Raúl Peña, Chief Talent Officer
Joseph Coburn, Chief of Operations
Marlon Shears, Chief Information Officer
Barbara Griffith, Senior Communications Officer
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

President Jackson called the meeting to order at 5:31 p.m.

2. PLEDGES (OTHER)

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

Michael Ryan recognized General Michael E. Langley of the United States Marine Corps.

3. REPORTS/PRESENTATIONS (OTHER)

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

Deputy Superintendent, Karen Molinar, and Chief Financial Officer, Carmen Arrieta-Candelaria, updated the Board on the *Elementary and Secondary School Emergency Relief (ESSER) III and Safe and Return to In-Person Instruction and Continuity of Services Review* report.

B. Accountability Update: District and Campus Outcomes

Associate Superintendent of Accountability and Data Quality, Sara Arispe, Chief Academic Officer, Marcey Sorensen, Chief of Schools, Jerry Moore, and Chief of Innovation David Saenz, gave the *Accountability Update: District and Campus Outcomes* report.

C. Overview of the Compensation Manual Results

Chief Talent Officer, Raúl Peña, Director of Compensation, Brenda Deleon, and Compensation Manager, Charla Warren, presented the *Overview of the Compensation Manual Results* report.

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

President Jackson called the Public Hearing to order at 6:51 p.m.

A. Public Hearing to Discuss the Proposed 2022 - 2023 Tax Rates

Carmen Arrieta-Candelaria provided the *Proposed 2022-2023 Tax Rates* presentation.

B. Public Comment on the Proposed 2022 - 2023 Tax Rates

Speakers:

Joe Palmer

Hollie Plemons

Amy Super

Keri Rehmeyer

Jennifer Crossland

5. CLOSE PUBLIC HEARING (S and T)

President Jackson closed the public hearing at 7:17 p.m.

6. ACTION AGENDA ITEM (S and T)

A. Approve Ordinance Fixing and Levying School District AD Valorem Taxes

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve the Property Tax Rate be Increased by the Adoption of a Tax Rate of \$1.281600 which is Effectively a 6.70% Percent Increase in the Tax Rate.

Before action was taken, Michael Ryan asked questions.

The motion was approved.

Yes: Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, CJ Evans, Anne Darr, Anael Luebanos, and Roxanne Martinez.

No: Michael Ryan.

7. PUBLIC COMMENT (S and T)

Speakers:

Ernie Moran

Debra Ford

Hollie Plemons

Susan Walker

Carlos Turcios

Scott Blanco-Davis

Miriam Lambert

Wanda McKinney

Todd Daniel

Joe Palmer

Ami Super

Kerri Rehmeyer

Jennifer Crossland

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

Anne Darr mentioned she will recuse herself from voting on the following Consent Agenda Items:

Consent Agenda Item 9.B.12 *Approve Contract Renewals for Ondata Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year*

Consent Agenda Item 9.E. *Approve Memorandum of Understanding for Children Participating in Preschool Programs* due to employment.

Camille Rodriguez and President Jackson⁴⁰ asked questions regarding Consent Agenda Item 9.B.1. *Approve Ratification to Pay for Air Filter Services for the 2021 - 2022 School Year.*

Michael Ryan asked questions on Consent Agenda Item 9.B.14. *Approve Renewal of Online Reference Databases and Streaming Media.*

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

A. Board of Education Meeting Minutes


1. July 12, 2022 - Special Minutes
2. July 26, 2022 - Regular Minutes

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


1. Approve Ratification to Pay for Air Filter Services for the 2021-2022 School Year

 Air Filter Services


2. Approve Budget Amendment for Carry-Forward Purchase Orders

 Carry-Forward Purchase Orders


3. Approve Purchase of Third Grade Spanish and English Science Literacy Kits for Dual Language Classrooms

 Science Literacy Kits


4. Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program

 CTE Data Collection

5. Approve Purchase and Installation of Fence at Polytechnic High School

 Installation of Fence

6. Approve Purchase of Floor Covers for Competition Gyms at High Schools

 Floor Covers

7. Approve Purchase of Consulting Services for the Perkins Reserve Grant

 Perkins Reserve Grant


8. Approve Payment of Perkins Reserve Grant Competition Fees

 Reserve Grant Competition Fees

9. Approve 2022 - 2023 University Interscholastic League (UIL) Membership Fees

 Membership Fees


10. Approve Check-In Application Software License to Support Student and Staff Self-Regulation Skills

 Check-In Application


11. Approve Software System to Create, Monitor, and Evaluate Campus Educational Improvement Plans and District Improvement Plan

 806 Technologies

12. Approve Contract Renewals for Ondata Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year

 Ondata Suite and TSDS


13. Approve Renewal of the Training Management System for District - Wide Compliance Training

 Training Management System

14. Approve Renewal of Online Reference Databases and Streaming Media

 Online Reference Databases


15. Approve Interlocal Agreement Between Fort Worth Independent School District and Trinity Metro for Transportation Services Pilot Program

 Trinity Metro


- C. Approve Addendum to the Memorandum of Understanding Between the Southwest Early College High School (ECHS) and Tarrant County College (TCC)

 Southwest Early College High School


- D. Approve Memorandum of Understanding with Tarrant County College District for Adult Education Courses as a Part of the Family Centric Initiative

 Family Centric Initiative

- E. Approve Memorandum of Understanding for Children Participating in Preschool Programs

 Children Participating in Preschool Programs

- F. Approve Memorandum of Understanding for Junior Achievement of Chisholm Trail, Inc. Partnership

 Junior Achievement of Chisholm Trail


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

 Dallas Holocaust


- H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University-Commerce

 Texas A&M University-Commerce

- I. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Woman's University

 Texas Woman's University

- J. Approve Letter of Agreement Between Fort Worth Independent School District and Western Governors University

 Western Governors University

- K. Approve Affiliation Agreement Between Fort Worth Independent School District and Stephen F. Austin University


 Stephen F. Austin University


- L. Approve Affiliation Agreement Between Fort Worth Independent School District and Navarro College Health Professions Division to Provide Vision Screening Services to Students


 Navarro College Health Professions


- M. Approve Partnership Agreement Between Fort Worth Independent School District and Onesight Essilorluxottica Foundation to Provide Professional Vision Care Services to Students


 Onesight Essilorluxottica


- N. Approve Minutes for the May 5, 2022 Racial Equity Committee Meeting
 Racial Equity Committee Minutes

- O. Approve 2022 - 2023 Fort Worth Independent School District Compensation Manual
 Compensation Manual

- P. Approve First Reading-Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)
 Board Policies

- Q. Approve Waiving First Reading and Approve Board Policies DMA(LOCAL), EHB(LOCAL) and EHBAA(LOCAL)
 Waiving First Reading and Board Policies

- R. Approve Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program
 Transferring Funds

- S. Approve Closeout Contract with DWW ABATEMENT, Inc., for Job #015-202 (CSP #19-002) and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
 Closeout Contract

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

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

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
 - 1. Discussion Regarding Proposed Corrective Action Plan Agreement for Texas Education Agency (TEA) Audit # IR2021-07-001

- 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. Interim Superintendent
- 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)

Motion was made by CJ Evans, seconded by Quinton Phillips, to Accept Consent Agenda. The motion was unanimously approved.

Anne Darr recused herself from voting on the following consent agenda items due to employment:

Consent Agenda Item 9.B.12. *Approve Contract Renewals for Ondata Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year*

Consent Agenda Item 9.E. *Approve Memorandum of Understanding for Children Participating in Preschool Programs*

14. ACTION ITEMS (S and P)

- A. Item/Items Removed from Consent Agenda

No items were pulled from Consent Agenda.

- B. Personnel

No action was taken on this item.

15. ACTION AGENDA ITEMS (S and P)

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


No action was taken on this item.

- B. Approve Corrective Action Plan Agreement Re: Texas Education Agency (TEA) Audit # IR2021-07-001

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Corrective Action Plan Agreement Re: Texas Education Agency (TEA) Audit # IR2021-07-001.

The motion was unanimously approved.

C. Approve Purchase of a Structured Literacy Program and Training

 Structured Literacy Program and Training


The Board combined and took action on Action Agenda Item 15.C. - Action Agenda Item 15.Y. as one Action Agenda Item. Motion was made CJ Evans, seconded by Roxanne Martinez.

The motion was unanimously approved.

D. Approve Purchase of PK-5 Spanish Reading Intervention Consumables and Kits for Dual Language Classrooms

 Reading Intervention Consumables

E. Approve Purchase of High Impact Tutoring Services

 High Impact Tutoring Services


F. Approve Purchase of the College Board Pathway Contract for the 2022 - 2023 School Year

 College Board Pathway Contract

G. Approve Purchase of Google G-Suite for Education Enterprise License Renewal

 Google G-Suite


H. Approve Cost Increase for Contractor Services for Clark Field Bus Wash

 Clark Field Bus Wash

I. Approve Alternative Student Shuttle Services


 Alternative Shuttle Services


J. Approve Modernization of Hydraulic Elevators


 Hydraulic Elevators


K. Approve OnRamps Contract Agreement for the 2022 - 2023 School Year


 OnRamps Contract Agreement 46


- L. Approve Clinical Partnership Budget for Dementia Care’s Training Program
 -  Budget for Demintia Care’s


- M. Approve Texas Home Visiting Grant
 -  Texas Home Visiting Grant


- N. Approve Annual Kronos Hosting
 -  Annual Kronos Hositng


- O. Approve Annual Maintenance Renewal for Kronos Software and Clock Repair Program
 -  Annual Maintenance Renewal


- P. Approve Reading Intervention and Acceleration Program
 -  Reading Intervention and Acceleration

- Q. Approve Human Learning/Accessibility Tools to Support and Accommodate Diverse Learning Needs
 -  Human Learning Accessibility Tools


- R. Approve 2022 - 2023 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership
 -  Con Mi Madre

- S. Approve 2022 - 2023 Contract Program for the Development of Girls
 -  Girls, Inc. of Tarrant County

- T. Approve Contract with Service Provider to Provide Mentoring and Other Support Services for the Fort Worth Independent School District My Brother’s Keeper (MBK) and My Sister’s Keeper (MSK) Student Leadership Programs for the 2022 - 2023 School Year
 -  MBK and MSK

- U. Approve Authorization for the Superintendent to Negotiate and Enter into a Contract for Warehouse Space at 560 North Beach Street
 -  Negotiate Warehouse Lease

- V. Approve Facilities Lease Agreement Between Fort Worth Independent School District and Tarrant County College District

 Lease Agreement with Tarrant County College District


- W. Approve Memorandum of Understanding with the University of Chicago Network for College Success

 UChicago Network for College

- X. Approve Memorandum of Understanding between Fort Worth Independent School District and a Non-Profit Young Development Program Pass-Through Average Daily Attendance

 Average Daily Attendance

- Y. Approve Memorandum of Understanding with Texas Christian University College Advising Corps

 TCU College Advising Corps


- Z. Approve Endorsement of Candidates for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A and Position D

 Endorsement of Candidates for TASB

Motion was made by Anne Darr, seconded by Anael Luebanos, for the Fort Worth ISD School Board to Endorse Candidates for Texas Association of School Boards (TASB) Board of Directors, Region 11, for Position A, Dr. Patsy Sosa-Sánchez, and for Position D, Mac Belmontes..

The motion was unanimously approved.

- AA. Approve Selection of a Delegate and an Alternative to the 2022 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 24, 2022

 TASB Delegate and Alternate

Motion was made by Anne Darr, seconded by CJ Evans, to approve Selection of a Delegate and an Alternative to the 2022 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 24, 2022.

President Jackson named Quinton Phillips as the Delegate and Wallace Bridges as the Alternative Delegate to the 2022 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 24, 2022.

The motion was unanimously approved.

- BB. Discuss and Take Action on the Fort Worth Independent School District Board of Education Committees for the 2022-2023 School Year

Board of Education Committees

The action item was pulled from Action Agenda Items.

CC. Approve Board Appointments to the District Advisory Committee (DAC)

DAC Appointments

Motion was made by CJ Evans, seconded by Roxanne Martinez, to approve Nominate the DAC Individuals as Discussed and Recommended..

The motion was unanimously approved.

DD. Approve 2022 - 2023 Budget for the Phalen Leadership Academies Partnership and Campus at J. Martin Jacquet Middle School

Budget for the Phalen Leadership Academies

The Board combined and took action on Action Agenda Item 15.EE. - Action Agenda Item 15.GG. as one Action Agenda Item. Motion was made CJ Evans, seconded by Tobi Jackson.

Before action was taken, Roxanne Martinez had questions on the following Action Agenda Items:

Action Agenda Item 15.EE. Approve Additional Spending Authority for Furniture, Fixtures, and Equipment (FF and E) for Trimble Tech High School Job #011-211 in Conjunction with the 2017 Capital Improvement Program

Action Agenda Item 15.GG. Approve Change Order for Job No. 010-212 Paschal High School Addition and Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program

The motion was unanimously approved.

EE. Approve Additional Spending Authority for Furniture, Fixtures and Equipment (FF and E) for Trimble Tech High School Job #011-211 in Conjunction with the 2017 Capital Improvement Program

Additional Spending Authority Trimble Tech High School


FF. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program (Competitive Sealed Proposal (CSP) 19-2004)

Additional Spending Authority

GG. Approve Change Order for Job No. 010-212 Paschal High School Addition and Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program

Paschal High School Addition and Renovation

- HH. 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

 Ratification of Architects

The action item was pulled.

- II. Approve Closeout Contract with Reeder General Contractors, Inc., for Job #015-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Reeder

Motion was made by Wallace Bridges, seconded by Quinton Phillips, to approve Closeout Contract with Reeder General Contractors, Inc., for Job #015-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

- JJ. Approve Change Order No. 1 and Budget Amendment for Job No. 083-131 Young Men's Leadership Academy Addition & Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program

 Young Men's Leadership Academy Addition

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Change Order No. 1 and Budget Amendment for Job No. 083-131 Young Men's Leadership Academy Addition & Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

- KK. Discussion and Action to Appoint Interim Superintendent

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve to Appoint Karen Molinar as Interim Superintendent beginning on September 1, 2022, and Serve in the Role Until a New Superintendent Begins in Fort Worth ISD.

The motion was unanimously approved.

- LL. Consider and Take Action to Name the Finalist Being Considered for the Position of Superintendent of Schools

No action was taken on this item.

DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)

Anne Darr, Quinton Phillips, President Jackson, and Dr. Scribner made announcements.

17. ADJOURN (OTHER)

The meeting was adjourned at 10:48 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 Special Meeting on August 30, 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 August 30, 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 August 26, 2022, at 3:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING AUGUST 30, 2022

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was on August 26, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on August 26, 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 (Arrived at 5:33 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 (Arrived at 5:44 p.m.)

The following administrators were present:

Kent Scribner, Superintendent
Karen Molinar, Deputy Superintendent/Interim Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Sherry Breed, Chief of Equity and Excellence
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
Claudia Garibay, Executive Director of External and Emergency Communications
(Vacant) Chief of Capital Improvement Program
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

President Jackson called the special meeting to order at 5:31 p.m.

President Jackson called for a five (5) minute break at 5:31 p.m. before transitioning into Public Comment.

2. PUBLIC COMMENT (S and T)

Speakers:

Steven Poole
Kristin Klade
Charlie Johnson
Jennifer Treger
Mayor Jason Ward
Hollie Plemons
Carlos Turcios
Mike Cee
Ernie Moran
Christi Beck
Tara Maldonado-Wilson
Miriam Lambert
Kerri Rehmeyer
Meredith Bowman
Todd Daniel
Oscar Stuphen
Estella Williams
Joe Palmer
Ken Kuhl

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

The special meeting was recessed to move into Executive Session at 6:18 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 the Search for a Superintendent (Texas Government Code §551.074)

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

The special meeting was reconvened at 7:07 p.m.

6. ACTION AGENDA ITEMS (S and P)

A. Consider and Take Action to Name the Finalist Being Considered for the Position of Superintendent of Schools

Motion was made by Camille Rodriguez, seconded by Roxanne Martinez, to approve Dr. Angélica Ramsey be Named as the Lone Finalist for the Position of Superintendent of Schools for the Fort Worth Independent School District..

Before action was taken, trustees made comments.

The motion was unanimously approved.

President Jackson introduced Dr. Angélica Ramsey. Dr. Ramsey gave remarks.

7. ADJOURN (OTHER)

The special meeting was adjourned at 7:27 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
September 27, 2022

TOPIC: **APPROVE RATIFICATION OF EMERGENCY PURCHASE OF EQUIPMENT AND SERVICES FOR PUBLIC ADDRESS SYSTEM REPLACEMENT AT WOODWAY ELEMENTARY SCHOOL**

BACKGROUND:

The Public Address (PA) system at the campus level is essential and vital for instant communication, scheduled communication and emergency communication. PA systems are a critical safety and operational resource at each campus. The PA system at Woodway Elementary School has failed due to age and there is an urgent need to replace the system. An Internet Protocol (IP) based PA system will serve the campus level while also providing a District-wide solution for emergency communications with the ability to utilize remote devices. An IP based PA solution was purchased and includes cabling, and five (5) years of equipment support.

This purchase is in accordance with the Texas Education Code Section 44.031(h) regarding school district purchases made under emergency conditions. Additionally, the Board, per policy CH (LOCAL), delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds \$50,000.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Emergency Purchase of Equipment and Services for Public Address System Replacement at Woodway Elementary School
2. Decline to Approve Ratification of Emergency Purchase of Equipment and Services for Public Address System Replacement at Woodway Elementary School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Emergency Purchase of Equipment and Services for Public Address System Replacement at Woodway Elementary School

06-20-2022

TX DIR# CPO-4784
BID #21953

Summary Statement of work:

Southwest Networks, Inc. will perform the following work for Fort Worth ISD (FWISD) at Woodway Elementary School under this SOW:

1. Provide and install one (1), Valcom IP Paging and Emergency Communication System.
(Bill of Materials included in Appendix A)
2. Provide and install sixty-six (66) CMP, Category 6 data cables to IP locations defined on the SWN provided overhead paging speaker layout drawings.
3. Provide and install seventy-one (71) CMP, Category 6 data cables to analog locations defined on the SWN provided overhead paging speaker layout drawings.
4. Provide and install 48 port, Category 6 patch panels for closet termination of new Category 6 cabling.
5. Provide and install Category 6 patch cords 3' in length for closet device connections.
6. Provide and install Category 6 patch cords 7' in length for closet device connections.
7. Provide and install Category 6 patch cords 10' in length for end device connections.
8. Provide and install two (2), 12 power outlet at 15'. One for each MDF/IDF closet.
9. Configure the Valcom IP Paging and Emergency Communication System to work in accordance with FWISD's defined paging requirements.
10. Provide and configure one (1), Valcom Interactive Console (VE8091)
11. Provide and configure two (2), administration phones.
12. Provide two (2) days, on-site training to the end users at Woodway Elementary School.
13. Test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D standards.
14. Label all newly installed cables per the FWISD cabling standard.
15. Test results and project deliverables to be provided upon completion of the installation.
16. Provide and install three (3) Aruba Networking Switches:
 - Qty two (2) Aruba 6200F 48G Class4 PoE 4SFP+ 740W Switch SKU#: JL728A#ABA
 - Qty two (2) Stacking cable
 - Qty two (2) Aruba 10G SFP+ LC SR 300m OM3 MMF
 - Qty one (1) Aruba CX 6300M 24-port 1GbE Class 4 PoE and 4-port SFP56 Switch (JL662A)
 - Qty one (1) Stacking cable
 - Qty one (1) Aruba 10G SFP+ LC SR 300m OM3 MMF
17. A Manufacture 20 Year Product Warranty shall be provided and included for this project as well as SWN's standard one-year warranty for labor and materials.
18. Project duration is expected to be three to four weeks.

General Scope of Work

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

Valcom IP Paging and Emergency Communication System

1. SWN will provide and install one (1) Valcom VE6030-1 Application Server.
2. SWN will provide and install the necessary speakers, call buttons and horns to locations defined on the SWN provided speaker layout. (Complete Bill of Materials in Appendix A).
3. SWN will provide the configuration, programming, and testing of the newly installed system.
4. SWN and Valcom Professional Services will provide end user training on the operation and customization of the system for Woodway Elementary School. This will include training for office staff to setup schedules, bell tones, and mass notification.

Horizontal Cabling

1. Southwest Networks, Inc. (SWN) shall furnish and install a total of one hundred thirty-seven (137), Category 6 cables, blue in color, to connect to the Valcom Classroom IP Speaker/Display in classroom locations, the Library, Cafeteria and gyms, as well as nine (9) Valcom Double-Sided Speakers with text for the hallways. Locations for each are defined on the SWN provided placement drawings.
2. At each I.P. speaker location new Category 6 cabling will terminate utilizing Panduit, Cat 6, Mini-com modules, black in color, placed into a surface mount biscuit box.
3. For each of the forty-seven (47) classroom/office locations Southwest Networks, Inc. (SWN) shall furnish and install one (1) Valcom call button wired to the new Valcom Classroom IP Speaker/Display in classroom speaker using Category 6 cable. The Cafeteria and Auditorium will also have call buttons (one each) installed.
4. At each end of the Category 6 cable linking from the call button to the I.P. speaker the cable will terminate using RJ-45 modular plugs for direct connection to the I.P. speaker and the call button.
5. At the MDF/IDF Closet new Category 6 cabling originating from the MDF/IDF will terminate using Angled, 48-port modular "jack" patch panels mounted into existing network racks.
6. Horizontal cable pathway installation shall comply with manufacturers recommended installation methods as well as in accordance with ANSI/EIA/TIA and FWISD cabling guidelines.

MDF/IDF Build-Out

1. Southwest Networks, Inc. will furnish and install three (3), 48-Port, angled, Modular Patch Panels for MDF/IDF closet cable termination. Specific placement of the patch panels shall be field-verified and coordinated with FWISD personnel prior to installation.

2. New Category 6 cabling entering the MDF/IDF shall be installed in a combed, dressed manner utilizing existing cable ladder trays and rack mounted cable management.
3. Each cable, jack outlet and corresponding patch panel port shall be labeled with machine-generated labels in keeping with the EIA/TIA 606 and FWISD labeling standard.

Patch Cords

1. Southwest Networks will furnish and install a total of ten (10), CMR, Category 6 patch cords, 3' in length for network closet device connections.
2. Southwest Networks will furnish and install a total of seventy (70), CMR, Category 6 patch cords, 7' in length for network closet device connections.
3. Southwest Networks will furnish and install a total of seventy (70), CMR, Category 6 patch cords, 10' in length for end device connections.

Testing and Documentation

Southwest Networks, Inc. will test all new copper cabling included in this SOW to meet ANSI/EIA/TIA 568-D, and FWISD standards. Deliverables will be test results for each cable defined above and As-Built drawings of the newly installed cabling infrastructure depicting closet and drop outlet locations and cable label designations.

Warranty

A Manufacture 20 Year Product Warranty for all cabling shall be provided and included for this project. Pricing also includes the Valcom Standard five-year manufacturer warranty on the Valcom Advanced Application Server Pro as well as the Valcom components listed in the Bill of Materials found in Appendix A.

Project Pricing: \$189,110.95

- Cabling Materials: \$33,329.46
- Cabling Labor: \$25,888.06
- Valcom Materials: \$83,999.10
- Valcom Labor: \$25,000.00
- Aruba Materials: \$20,896.33

Quote is valid for Sixty (60) Days

**Appendix A
Bill of Materials**

Line	Qty	Product	Description
1	1	VE6030-1	Application Server
2	1	VE8014BR	Quad Network Station (FXS) Port (Rack Mnt)
3	1	VE8004BR	SIP Compliant Quad Network Audio Port (Rack Mnt)
4	1	V-C6124P	Power Supply, 6 amp, Positive 24 VDC
5	2	VEADP4	Admin Phone
6	1	VE8091	IP Interactive Console
7	1	V-400	Desk Microphone
8	1	V-9939C	Microphone Adapter
9	47	VL520BK-F	IP Speaker with Text, Flasher; Black Finish
10	1	VL550F	IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
11	9	VL522BK-F	Dual-Sided IP Speaker Display with Text, Flashers Black Finish
12	4	VIP-422A	IP 2X2 LAY-IN TALKBACK SPKR
13	5	VIP-103AL-M	IP Marine Horn
14	51	VE2973	IP CALL SWITCH W/ VC
15	4	V-9880	ANALOG SURFACE FLEXHORN
16	16	V-9022A	ANALOG 2X2 LAY-IN SPKR

Closet Breakdown			
CLOSET	RACK SPACE	DISTRICT PROVIDED SWITCHES NEEDED	QTY
MDF	District to remove wire managers to create space	48 PORT W/POE+	2
IDF - New Wing	Good	24 PORT W/POE+	1
Portable IDF		2 ports needed for IP speakers	

[Home](#) > [Explore DIR Contracts](#)

Contract Number

DIR-CPO-4784

Contract Term Date: **06/11/23** ⓘ

Contract Expiration Date: **06/11/26** ⓘ

Vendor Information

Southwest Networks, Inc.

VENDOR CONTACT:

[FJ O'Leary](#) ↗

Phone: 8178973535

[Vendor Website](#) ↗

DIR CONTACT:

[Brian Haught](#) ↗

Phone: (512) 475-4970

Vendor ID: **1752219844300**

HUB Type: **Hispanic American Male**



RFO: **DIR-CPO-TMP-551**

Contract Status: **Active**

Contract Overview

Southwest Networks offers cabling installation services through this contract, including: telecommunication equipment, electrical equipment, cables, wires, and communication and media related services. This contract is only available for Zones 1, 2, 3, 4 and 5. Please see the Zone Cabling Map for areas covered. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Cabling Services

MORE INFORMATION

[Vendor Website](#) ↗

Visit this Vendor's website to view the latest product, service, and pricing information.

Getting Started

Through our various program areas, DIR helps State Agencies, local government, and other organizations save money with the purchasing power of Texas.

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

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3

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Program Areas

Cooperative Contracts	Information Security
Open Data Portal	Texas.gov Services
Communications Technology Services	Technology Planning, Policy and Governance
Data Center Services	

Helpful Links

Capitol Complex Directory	SAO Fraud Reporting
Statewide Search	Texas.gov
Veterans Portal	Stay Connected
Homeland Security	Paginas en Español

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CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: APPROVE RATIFICATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION CENTER FOR THE 2022 – 2023 SCHOOL YEAR

BACKGROUND:

This is a renewal of an existing contract. The Advancement Via Individual Determination Center (AVID) College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning and goal setting. The system supports academic achievement for all students on campuses where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective for three (3) or more years. AVID students are provided with tutors to facilitate inquiry-based group tutorial sessions. They also visit colleges to gain an understanding of the collegiate environment as well as eligibility requirements and admissions protocols. There will be 25 secondary AVID sites in Fort Worth ISD (FWISD) for the 2022 – 2023 school year, effective July 1, 2022, – June 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2022 – 2023 School Year
2. Decline to Approve Ratification Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2022 – 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification Agreement Between Fort Worth Independent School District and Advancement Via Individual Determination Center for the 2022 – 2023 School Year

FUNDING SOURCE: *Additional Details*

General Fund	199-11-6495-0WV-XXX-24-378-000000.....	\$100,176
	199-11-6299-0WV-081-24-378-000000.....	\$8,369

COST:

\$108,545

VENDOR:

AVID Center

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 Joshua ISD RFP 20-18-03. 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:

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
Northside High School
Polytechnic High School
R. L. Paschal High School
G.B. Technical High School
Southwest High School
Western Hills High School
O. D. Wyatt High School
J. P. Elder Middle School
Leadership Academy at Forest Oak
William James Middle School
Meadowbrook Middle School
Morningside Middle School
Rosemont Middle School
Benbrook Middle/High School
Young Men's Leadership Academy
Young Women's Leadership Academy

World Languages Institute
Marine Creek Collegiate High School
I.M. Terrell Academy for STEM & VPA

RATIONALE:

The AVID College Readiness System has a proven track record of success in preparing students for acceptance into college and increased academic achievement for students in the present. Data is readily available that supports this record at national, state, district, and campus levels. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support Fort Worth ISD's mission and several key initiatives. Over the last four (4) years, FWISD AVID seniors have graduated on time at 99 percent or higher and over 71 percent have been accepted into four-year institutions. AVID students are consistently taking courses allowing them to meet four-year college entrance requirements at an average of 99 percent. AVID eighth graders have taken pre-collegiate exams such as PSAT 8/9 at an average of 87 percent.

INFORMATION SOURCE:

David Saenz

AVID Center



Amendment to Products and Services Quote/Order

Quote/Order #: Q-83311
 Client: Fort Worth Independent School District
 Address: 100 N University Dr
 Fort Worth, TX 76107

AVID Center Representative: Amy Chapman
 Phone: (972) 591-2518
 Email: achapman@avid.org

Amendment Effective Date: July 01, 2022

Expiration Date: June 30, 2023

Amon Carter-Riverside High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Amon Carter-Riverside High Sch SUBTOTAL:			\$4,174.00

Arlington Heights High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Arlington Heights High School SUBTOTAL:			\$4,174.00

Benbrook Middle High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Benbrook Middle High School SUBTOTAL:			\$4,174.00

Diamond Hill-Jarvis High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00

Amendment to AVID Products and Services Quote/Order
 2022 - 2023 Fort Worth Independent School District Drafted: 08/18/2022

Diamond Hill-Jarvis High Sch SUBTOTAL:	\$4,174.00
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Eastern Hills High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Eastern Hills High School SUBTOTAL:			\$4,174.00

Forest Oak Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Forest Oak Middle School SUBTOTAL:			\$4,174.00

Green B Trimble Tech High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Green B Trimble Tech High Sch SUBTOTAL:			\$4,174.00

I M Terrell Academy for STEM and VPA			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
I M Terrell Academy for STEM and VPA SUBTOTAL:			\$4,174.00

J P Elder Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
J P Elder Middle School SUBTOTAL:			\$4,174.00

Marine Creek Collegiate HS			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Marine Creek Collegiate HS SUBTOTAL:			\$4,174.00

Meadowbrook Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Meadowbrook Middle School SUBTOTAL:			\$4,174.00

Morningside Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Morningside Middle School SUBTOTAL:			\$4,174.00

North Side High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
North Side High School SUBTOTAL:			\$4,174.00

O D Wyatt High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
O D Wyatt High School SUBTOTAL:			\$4,174.00

Paul Laurence Dunbar High Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Paul Laurence Dunbar High Sch SUBTOTAL:			\$4,174.00

Amendment to AVID Products and Services Quote/Order
 2022 - 2023 Fort Worth Independent School District Drafted: 08/18/2022

Polytechnic High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Polytechnic High School SUBTOTAL:			\$4,174.00

R L Paschal High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
R L Paschal High School SUBTOTAL:			\$4,174.00

Rosemont Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Rosemont Middle School SUBTOTAL:			\$4,174.00

South Hills High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
South Hills High School SUBTOTAL:			\$4,174.00

Southwest High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Southwest High School SUBTOTAL:			\$4,174.00

Western Hills High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00

Amendment to AVID Products and Services Quote/Order
2022 - 2023 Fort Worth Independent School District Drafted: 08/18/2022

1	AVID Weekly Secondary	\$625.00	\$545.00
Western Hills High School SUBTOTAL:			\$4,174.00

William James Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
William James Middle School SUBTOTAL:			\$4,174.00

World Languages Institute			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
World Languages Institute SUBTOTAL:			\$4,174.00

Young Men's Leadership Academy			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Weekly Secondary	\$625.00	\$545.00
Young Men's Leadership Academy SUBTOTAL:			\$4,174.00

Young Women's Leadership Acad			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$3,629.00
1	AVID Secondary Library Package	\$4,590.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$999.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$0.00
Young Women's Leadership Acad SUBTOTAL:			\$8,369.00

TOTAL:			\$108,545.00
<i>plus all applicable taxes</i>			

Additional Comments:

This amendment includes the following revision:

Removing Summer Institute registrations for Young Women's Leadership Academy.

The total amount has decreased from \$115,545 to \$108,545 as a result of the foregoing revision.

This Amendment to AVID Center Products and Services Quote/Order #Q-83311 (this "Amendment") is hereby entered into by AVID Center, a California non-profit corporation ("AVID Center"), and the "Client" identified above and amends such Quote/Order with respect to the AVID Products and Services specified in this Amendment effective as of the Amendment Effective Date above. Except as modified herein, such AVID Center Products and Services Quote/Order, the applicable AVID Center General Terms and Conditions and all exhibits and attachments thereto (the "AVID Agreement") shall remain in full force and effect. In the event of any conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control. Each party has caused this Amendment to be signed by its duly authorized representative.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Fort Worth Independent School District



By: _____
Print
Name: _____

Title: _____

Date: _____

Email: contracts@avid.org

By: _____
Print
Name: _____

Title: _____

Date: _____

Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594



June 29, 2022

RE: RFP 2018-03—Instructional Supplies, Teaching Aids and Professional Development

Dear Vendor,

On August 31, 2018 your company was awarded the above-referenced contract, which expires on August 31, 2022. Joshua ISD wishes, in accordance with the terms of the original bid, to extend this contract through August 31, 2023.

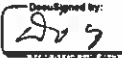
If this is acceptable, indicate your acceptance and acknowledgment by signing below and returning the original of this document to Joshua ISD Administration Office via U.S. mail (PO Box 40, Joshua, TX 76058), Public Purchase, or e-mail (fuchsc@joshuaisd.org) in order that this extension may be made effective.

If you need to change the catalog discount, minimum order requirements or shipping information, please attach additional sheet(s) with the updated information.

Sincerely,

Candace Fuchs
Purchasing Director

Accepted by:


 Signature
 Senior Director, Business Services
 Title
 contracts@avid.org
 E-mail address

David Arp
 Name
 AVID Center
 Company Name
 8/28/2022 | 8:14 PM PDT
 Date

"Joshua ISD will be a highly acclaimed model of educational excellence."

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: APPROVE EQUIPMENT AND SERVICES FOR FIRE ALARM
REPLACEMENTS**

BACKGROUND:

Fire alarm systems are essential operational equipment for schools. The fire alarm equipment at two (2) campuses is outdated and requires replacement. This request includes equipment, materials, and installation services for a complete fire safety system replacement at World Language Institute and Seminary Hills Elementary School.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Equipment and Services for Fire Alarm Replacements
2. Decline to Approve Equipment and Services for Fire Alarm Replacements
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Equipment and Services for Fire Alarm Replacements

FUNDING SOURCE: *Additional Details*

TRE	198-51-6299-810-084-99-423-000000.....	\$129,671
	198-51-6299-810-226-99-423-000000.....	\$134,125

COST:

\$263,796

VENDORS:

Century Fire Protection.....	\$129,671
Firetrol Protection Systems.....	\$134,125

PURCHASING MECHANISMS:

Cooperative Agreements

Century Fire Protection

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 the Education Purchasing Cooperative of North Texas - Irving ISD RFP #22-09-914. Supporting documentation is attached. The recommended vendor is listed above.

Firetrol Protection 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 was obtained through Buyboard Contract #654-21. Supporting documentation is attached. The recommended vendor is listed above

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

World Language Institute
Seminary Hills Elementary

RATIONALE:

This purchase provides the required fire safety equipment for the World Language Institute and Seminary Hills Elementary campuses.

INFORMATION SOURCE:

Marlon Shears



Fire Alarm Proposal

Date: September 15, 2022

To: Randy Loftin
Fort Worth ISD
RFP #22-09-914 - Addendum 1

Project: World Language
4921 Benbrook Hwy
Benbrook, Tx

Date of Plans: N/A

Base Bid Scope of Work:

Century Fire Protection will provide plans, permit, and test with the City of Fort Worth Fire Department. Century Fire Protection will provide a new fire alarm system with the following material per NFPA, local City codes, and plans provided.

- Addressable Silent Knight 6820 EVS fire alarm panel with voice evacuation.
- Addressable photo smoke detectors in all common areas.
- Addressable heat detectors above the stage area and in the kitchen area of the building also in electrical rooms
- Addressable manual pull station located next to the main fire alarm panel with stopper cover.
- Addressable manual pull station located in the riser room.
- CO detectors in each classroom and any other rooms with gas burning appliances.
- Remote mount annunciator located at the front entrance of the building.
- Addressable monitor modules to monitor the fire sprinkler waterflow and tampers installed by others.
- Addressable monitor modules to monitor the kitchen hood system installed by others.
- Addressable duct detectors on all AHU units over 2000 CFM with relays. The below price includes (10) duct detectors only.
- Ceiling mount speaker strobes and strobes throughout the building for occupant notification.
- Wall mount speaker strobes in the gym area with cages for protection.
- Weatherproof horn strobe located on the outside of the building above the FDC connection per code.
- AES radio dialer provided by Fort Worth ISD.
- 110v surge protector provided by Century Fire Protection and installed by others.
- 24V surge protectors for any wires leaving or entering the building to get the portable classrooms.
- Wall mount records document box per code.
- WE will demo old fire alarm system.
- We will replace the ceiling tiles in areas that we take out old devices that are not required.
- We will provide and install box covers when we take down old devices in the sheetrock ceiling or in the walls.
- We will connect the 110V power to the new panel and any remote power supplies as needed.

Base Bid Notes:

- CAD files are to be provided by others. If CAD is not provided, then there will be an additional cost to provide CAD and will be quoted separately for this bid.
- All work covered under this proposal to be preformed during normal business hours. Monday thru Friday (7:00 AM to 4:00 PM)
- Any work required of Century Fire Protection that is above and beyond the above scope of work in this proposal.
- Duct detectors will be provided by Century Fire Protection and will be installed by others on all AHU units over 2000 CFM.
- Below base bid price is valid for 90 days from date of proposal.
- Century Fire Protection can offer a (1) year warranty on labor and a (3) year warranty on material for this job.

Exclusions to Base Bid:

- All required fire caulking will be done by others.
- Sheet rock repair, painting, patch work, to be done by others.
- Furnishing and installation of electromagnetic door holder hardware is excluded from this proposal.

- (2) Dedicated (POTT's) phone line for remote monitoring are to be provided by others.
- No fire pump monitoring is included in this quote.
- Safety standards in excess of our company standard safety policy requirements.
- Payment/performance bonds are excluded from our pricing. (They can be added for an additional cost to the base bid).
- Excludes 3D-BIM CAD drafting and modeling.
- Any third-party review if needed.

BASE BID TOTAL \$129,671.00

NOT INCLUDING SALES AND/ OR USE TAX IF APPLICABLE

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties' obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Authorized Signature: Chris Harris

I agree to the above scope of work, specifications, pricing, and terms and authorize Century Fire Protection 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:

Print: _____

Signature: _____

Title: _____

PO# _____

TERMS AND CONDITIONS

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension, or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, Prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event of layout of Purchaser's facilities has been altered, or is altered prior to completion of this contract, Purchaser shall advise Seller of any alterations, and such prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT

Purchaser agrees that payment to Seller shall not be contingent upon settlement of any insurance claim of Purchaser. Final payment shall be in all cases due to payment within (10) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or if such rate is prohibited under applicable law, then at such lesser rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney fees incurred in the collection of past due accounts.

DELAYS / FORCE MAJEURE

No deadline for completion of work hereunder shall be binding unless agreed to in writing in advance by the Seller. Seller shall not be liable for any damage or penalty for any delays, default, or failure to perform due to act of God, acts of omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, lightning, severe weather, water, epidemics, quarantine restrictions, war, riots, strikers, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information to Purchaser with respect to location, timing, or other details of work to be performed hereunder, impossibility or implacability or performance of any other causes beyond the control of the Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion of work shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION

When the Seller does the excavating, if water, quick-sand, rocks, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the contract price and additional work involved at Seller's price for such work then in effect.

SITE FACILITIES

Purchaser shall furnish access to all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material. Light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Keys for all areas, including mechanical, electrical, telephone and rooftop areas, shall be provided to allow access to the areas where peripheral devices may be located. If keys are not available, Purchaser agrees to provide the necessary equipment to reach inaccessible equipment and peripheral devices. Purchaser agrees to provide suitable electrical service. If available, blueprints, wiring diagrams or as built drawings shall be provided showing location of all devices connected to the main fire control panel, the fire system(s) and any portable fire extinguishers. Purchaser acknowledges that the fire authorities may require that a copy of inspection reports be furnished, and Purchaser recognizes that those reports may result in requirement by the fire authorities that changes be made in Purchaser's premises. Where the wet pipe system is installed, the Purchaser assumes full responsibility for indicating where all dry system(s) low point drains to the Seller's service personnel during the Seller's work, to prevent the possible subsequent freezing of these sections of the piping system(s), if they are not drained.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss of damage due to the character, condition or user of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by an excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erecting the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY

Seller shall not be liable for any claim for direct, indirect, or consequential damages whether or not such claim is based in contract or tort or occasioned by Seller's active or passive negligence, including without limitation, damages arising from the use, loss of use, performance or failure of any equipment or systems. Purchaser shall be solely responsible for compliance with all applicable State, federal and local fire codes and other regulatory requirements, including without limitation, the timing and performance of all inspections required by any such authorities. To the maximum extent allowed by law, Seller's liability on any claim for loss of liability arising out of or connected with this contract or any obligation resulting therefrom or the manufacture, fabrication, sale, delivery, inspection, installation or use of any materials or system shall be limited to repair or replacement of materials or workmanship as set forth in the paragraph entitled "Warranty" and shall in no event exceed the amount paid by the purchaser for the applicable product or service hereunder. Unless specifically included in the work order, Seller shall not be responsible for any maintenance, repairs, alterations, parts replacement or field adjustments.

WARRANTY

Seller agrees that for a period of one (1) year after completion of work performed hereunder, it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. As used herein, the term "defective" means failure to conform to professional workmanship standards or with manufacturer specifications. It is understood that the Seller does not warrant the operation of the system or that work, or equipment provided by the Seller will detect or prevent the occurrences that the work or equipment was designed to detect or prevent. Seller warrants the products of manufactures supplied hereunder for a period of (3) years. Seller's warranty expressly excludes, without limitation, water or flooding, mold defects, misuse, or recall of products or components manufactured by third parties, defects in installation by third parties, any sheet rock repair or painting of pipe and Seller shall have no liability or obligation whatsoever with respect to any damages, defects or other conditions associated with or caused by any of the above. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MECHANABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IDEMNITY

Seller shall not be liable for claims, losses, or damages arising from any act or omission of Purchaser, including without limitation, Purchaser's failure to activate or authorize the operation of any portion of the system or Purchaser's modifications, alterations, or adjustments to any of the equipment or systems. Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all liability, claims, losses, cost, including reasonable attorney's fees, incurred in connection with any third-party claim arising from or related to (i) Seller's provision of products or services hereunder; or (ii) acts of omissions of Purchaser. Seller reserves the right to select counsel to represent in such action.

CHANGES, ALTERATIONS, ADDITIONS

Changes, Alterations, and additions to the plans, specs, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changed approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of the additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delay, the estimate of Seller's estimating department as to the value of the work shall be deemed acceptable by the Purchaser.

ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled exclusively by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered into any court having jurisdiction thereof. Any arbitration proceedings shall be held in Atlanta, Georgia.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during normal business hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for the same.

INDIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by the Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises remove all or any portion of the system. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay an installment of price when due, no demand being necessary, or an act of omission on the part of Purchaser whereby Seller is prevented from completing any work hereunder, or receivership, bankruptcy, assignment for the benefit of creditors of any other form of insolvency proceedings by or against Purchaser or in case the Purchaser's premises or fire alarm system shall be attached, lined, seized by process of law and such attachment or lien is not vacated or seizure is not terminated within ten(10) days after its occurrence.

OSHA AND ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages, including reasonable attorney's fees, resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596). In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional cost to protect such individuals, including but not limited to all cost for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Purchaser and Purchaser agrees to indemnify Seller against all claims, demands, injury or damage arising from such exposure.

GOVERNING LAW

This contract shall be governed by the laws of the State of Georgia, without reference to any conflict of laws principles.

ENTIRE AGREEMENT

This contract, together with any Service Agreement between Seller and Purchaser, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. This agreement may not be amended or modified, except by a further written agreement signed by an authorized representative or Seller. In the event of a conflict between any provision of this contract and any Service agreement between the Seller and Purchaser, this contract shall govern.

ASSIGNMENT

Purchaser shall not assign the agreement, or any rights or obligations herein, without the prior written consent of Seller. Seller shall have the right to assign all or any part of this agreement to another at any time and without the consent of the Purchaser.

SEVERABILITY

Any provision of this agreement that is prohibited or unenforceable shall not affect the enforceability of the other provisions of this agreement.

MX Holdings US,

FWISD Seminary Hills Park Elementary School

Proposal to Provide and Install an Addressable Voice Evacuation Fire Alarm System



FIRETROL
Protection Systems

One Source *Fire* ^{and} *Security* Solutions

June 13, 2022

Fort Worth Independent School District
 100 N University Drive, Suite 300
 Fort Worth, Texas 76107
 Attn: Randy Loftin

Project: FWISD Seminry Hills Park ES Voice Evacuation Fire Alarm
 5037 Townsend Drive
 Fort Worth, Texas 76115
Proposal #43-22055 / 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 2-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 8, 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
\$134,125.00
(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.



NOTICE OF AWARD

February 23, 2022

Century Fire Protection

Dear James Fluker,

RE: Award Letter for RFP #22-09-914 for the Purchase of Fire Suppression Systems and Related Services

This is to inform you that your proposal has been accepted and approved for the RFP #22-09-914 for the purchase of Fire Suppression Systems and Related Services. The Facilities Department will request a quote and provide you with a purchase order on an ‘as needed’ basis. A purchase order is the legal document for the purchase of goods or services. Vendor shall not fill or deliver any products or services without a properly drawn purchase order from Irving ISD. Your agreement with the district consists of your proposal and the terms and conditions of the RFP with which you agreed.

Award Date: February 23, 2022
Services to be provided: Per your RFP response

The contract term is February 23, 2022, through February 22, 2023, with the district’s option to renew annually on February 23rd of each year through February 22, 2026.

Please forward your insurance certificate for my files within 15 days.

We thank you for your participation in our purchasing program and look forward to working with your company.

Sincerely,

Jennifer Bryan

Jennifer Bryan, Buyer
Irving Independent School District
jbryan@irvingisd.net

RFP 22-09-914 Addendum 1 Century Fire Protection Supplier Response

Event Information

Number: RFP 22-09-914 Addendum 1
Title: Fire Suppression Systems and Related Services
Type: Request for Proposals
Issue Date: 11/12/2021
Deadline: 12/9/2021 02:00 PM (CT)
Notes: **ADDENDUM 1 - Questions/Answers. Pre-bid conference sign in sheet added to ATTACHMENT TAB.**

Irving Independent School District is accepting proposals and seeking highly qualified vendors to provide the District with **Purchase, Installation, Inspection, Maintenance and Repair of Fire Alarm Panels, Kitchen Hood Fire Suppression Systems, Fire Extinguishers, Fire Sprinkler Suppression Systems** on an "as needed" basis. Fire Suppression System Services services may consist of Inspections, repairs, troubleshooting, service upgrades, new installations, emergency repairs on Panels, Hoods and Sprinkler Systems during normal business hours, evenings, weekends and holidays.

A **pre-bid conference** will be held on November 18, 2021 at 10:00am at the Irving ISD Administration Building. 2621 W. Airport Fwy., Irving, TX 75062. Attendance is encouraged but not mandatory.

The district will award this RFP to multiple vendors based on the evaluation of all proposals received. The term of award will be one (1) year with three (3) twelve month optional renewal terms, for a maximum of four (4) years. Multiple vendor awards are anticipated to provide the District with a variety of resources for needed services.

Although we are legally required to accept paper bids, we strongly request bidders submit their response electronically. Please feel free to contact Irving ISD Purchasing Office at 972-600-5440 if you require any assistance with this submittal. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. **NO emailed or faxes bids will be accepted.** Your cooperation is appreciated.

Please be advised, no late or incomplete bids will be accepted. Specific questions pertaining to this RFP/RFQ must be directed in writing to the purchasing buyer.

Contact Information

Contact: Jennifer Bryan
Address: Purchasing
2621 W Airport Fwy
Irving, TX 75062
Phone: (972) 600-5402
Email: jbryan@irvingisd.net

Century Fire Protection Information

Contact: James Fluker
Address: 2501 Gravel DR.
Fort Worth, TX 76118
Phone: (817) 926-8900 x692
Fax: (817) 926-8986
Email: jfluker@centuryfp.com
Web Address: www.centuryfp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

James Fluker

Signature

Submitted at 12/8/2021 11:17:23 AM

jfluker@centuryfp.com

Email

Requested Attachments

1295 Form	Form 1295 Certificate 100851235.pdf
W-9 Form	W-9 2021 CFP (002).pdf
Deviation Form	No response
Confidentiality Form	Confidentiality Declaration Form.pdf
State License and/or Certificate	State Licences.pdf
Vendor Attachment	No response

Bid Attributes

1 INSTRUCTIONS TO VENDORS

THERE ARE SEVERAL ATTRIBUTES (including this one) ASSOCIATED WITH THIS PROPOSAL. SOME ARE NOTES AND REQUIRE NO RESPONSE, BUT MOST HAVE A REQUIRED RESPONSE.

Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes.

2 Successful Bid/Proposal Response Submittal

All bids/proposals must be **SUCCESSFULLY** submitted before the due date and time regardless of your organization's ability to submit bids online. It is the supplier's **sole responsibility** to ensure that bid/proposal documents successfully arrive before the due date and time. The District's online bidding application utilizes the Internet and the World Wide Web, which is comprised of systems that are completely out of the District's control. It is highly recommended that the suppliers allow themselves enough time to complete a successful submission.

Do not wait until the last minute!

3 Bid Inquiries and/or Clarifications
Any questions pertaining to the bid/proposal procedures and/or specifications should be emailed to the Purchasing Department contact, Jennifer Bryan, jbryan@irvingisd.net 972-600-5402, on or before 11/29/21. Responses to questions, if required, will be posted by addendum by 12/3/21 at 2:00pm CST. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses. As of the issuance date of this solicitation and continuing until the final date for submission of bids/proposals, contact with Irving ISD employees, except for staff members of the Purchasing Department, is strictly prohibited. All personnel representing Irving ISD are specifically directed not to hold meetings, conferences or technical discussions with any other vendor for purposes of responding to this solicitation. Any vendor found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this solicitation.

4 Required Forms- Must Attach
All vendors must execute the required forms in "**BID ATTACHMENT TAB**" (or otherwise requested herein) for RFP to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP must be included with the RFP. Failure to provide complete and accurate information may disqualify the vendor.

UPLOAD ALL REQUIRED DOCUMENTS AND FORMS TO THE "**RESPONSE ATTACHMENTS**" TAB.

5 Deviations
If any exceptions are taken to any portion of this RFP, the Vendor must clearly indicate the exception taken and include a full explanation below or on a separate attachment to the RFP and uploaded to the Response Attachment Tab. The failure to identify exceptions or proposed changes will constitute acceptance by the vendor of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.

6 No Deviations
I certify that there are **NO** deviations from the Terms, Conditions, and Specifications.
 I Certify (Agreed)

7 Tax Exempt
Irving ISD is exempt from local, state, and federal taxes. Do not include these taxes in your proposal. The District will supply tax exemption information upon request. IISD will not be responsible for payment of taxes imposed on goods and/or services purchased by the District; Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this contract, including, without limitation, any federal, state, local income, sales, or excise taxes of Contractor or its employees.

8 Discussions/Negotiations
The District Purchasing Department and vendors may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with vendors who are deemed to be within the final competitive range; however, IISD reserves the right to award a contract without discussions/negotiations. If discussions/negotiations are conducted, vendors will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of discussions/negotiations.

9 Texas Public Information Act (TPIA)

The vendor acknowledges that IRVING ISD is subject to the Texas Information Act (TPIA). As such, upon receipt of a request under the TPIA, Irving ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA "public information" is defined as information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business:

1. by Irving ISD; (or)
2. for Irving ISD and Irving ISD
 - a. owns the information; (or)
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling or maintaining the information; or
3. by an individual officer or employee of Irving ISD in the officer's or employee's official capacity and the information pertains to official business of the Irving ISD.

The vendor is expected to fully cooperate with Irving ISD in responding to public information requests. This includes, but is not limited to, providing the Irving ISD with requested documentation. In the event that the request involves documentation that the Vendor has clearly marked as confidential and/or proprietary, Irving ISD will provide the Vendor with the required notices under the TPIA. The Vendor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

I acknowledge and agree. This is your electronic signature.

I agree (I agree)

1 Confidential Information Attached

If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment with the Confidentiality Declaration Form.(see attachments) The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1 Award/Evaluation of Proposals

- a. Irving ISD reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- b. The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of the RFP/RFQs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

The successful vendor(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

1 2	<p>Authorized Signature</p> <p>The undersigned, in submitting this Bid/Proposal and endorsement of same, vendor affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the opening of this proposal.</p> <p>The vendor hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal (RFP), including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure to sign the proposal will render it null and void.</p> <p>This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I Agree (Agreed)</p>
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1 3	<p>Authorized Representative Name and Title</p> <p>Name and title of authorized official signing this document.</p> <p>James Fluker - Service Manager</p>
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1 4	<p>EVALUATION CRITERIA</p> <p>Proposals will be evaluated by the following factors and criteria.</p> <ol style="list-style-type: none"> 1. The Purchase Price (40 points) 2. The reputation of the vendor's goods and/or services. (10 points) 3. The quality of the vendor's good and/or services. (10 points) 4. The extent to which the goods and/or services meet the District's needs. (25 points) 5. The vendor's past relationship with the District. (5 points) 6. The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses. (0 point) 7. The total long-term cost to the District to acquire the vendor's goods and/or services. (10 points) 8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a) Has its principal place of business in this state. b) Employs at least 500 persons in this state. (0 points) 9. Any other relevant factor specifically listed in the Request for Proposal or Proposals. In evaluating Proposals submitted, the following considerations will be taken into account (but not limited to): Price, quality, suitability for intended use, and probability of continuous availability, time of service, delivery and vendor reputation. It is not the policy of Irving ISD to purchase on the basis of price alone. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process. (0 points) <p>Per Texas Education Code, Subchapter B, Sec. 44.031(b)* ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR.</p> <p>Tie proposals, which are equal in all respects, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price only, may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth in the factors and points above.</p>
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1 5	<p>IRVING ISD STANDARD TERMS AND CONDITIONS</p>
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1 6	Terms and Conditions Agreement In submitting a RFP, Vendor understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements or purchase orders relating to this RFP between the firm and the District. This is your electronic signature <input checked="" type="checkbox"/> I agree (I agree)
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1 7	Compliance with Applicable Laws and District Policies The Provider shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this agreement. Such laws may include but are not limited to the following: a. Family Education Rights and Privacy Act (FERPA) b. Protection of Pupil Rights Amendment (PPRA) c. Health Insurance Portability and Accountability Act of 1996 (HIPPA) District policies may be obtained at https://pol.tasb.org/home/index/367 This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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1 8	Funding Out Clause Pursuant to Texas Local Government Code Sec. 271.903, any proposal/offer accepted by Irving ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel. Loss of funding and commitment of current revenue: Termination of the contract under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this contract at the end of each fiscal year or end of the special revenue fund or grant during term of the contract with regards to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without district incurring any liability to vendor as result of such termination, including early termination charges. If district terminates this contract pursuant to this paragraph, vendor will have the right to collect and retain payment for services rendered to district through termination date but shall not be entitled to any early termination charges. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. This is your electronic signature. <input checked="" type="checkbox"/> I Agree (Agreed)
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1 9	Assignment The successful Vendor may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee. This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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**2
0** Termination

Irving ISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is an addition to and not in lieu of any other remedies which Irving ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

Irving ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the vendor of a "Notice of Termination" specifying the extent to which performance here under is terminated and the date upon which such termination becomes effective.

Irving ISD may terminate a resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

This is your electronic signature.

I agree (I agree)

**2
1** Indemnification

Irving ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

Except as otherwise expressly provided, vendor shall defend, indemnify, and hold Irving ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collections expenses, and attorney's fees incurred, which arise by reason of the acts or omissions of vendor, its agents or employees in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

This is your electronic signature.

I Agree (Agreed)

**2
2** Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit Irving ISD to an arbitration resolution of any disagreement under any circumstances. Any claim arising out of or related to the contract, except for those specifically waived under the terms of the contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated fee equally. Mediation shall be held in Dallas County, Texas. Agreements reached in mediation shall be reduced to writing and will subject to the approval by the District's Board of Trustees, signed by the parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**2
3** Choice of Law

This agreement and any addenda or other additions and all contract or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

This is your electronic signature.

I Agree (Agreed)

2
4

Jurisdiction and Service of Process

Any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either one or both of them may file a copy of the paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of the section may be served on any party anywhere in the world.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

This is your electronic signature.

I Agree (Agreed)

2
5

Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venues shall be at a location in Dallas County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Do you agree to these terms?

2
6

Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless Irving ISD, its officers, employees, agents, representatives, vendors, assignee and designee from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or contractors in the execution or performance of any agreements ultimately made by Irving ISD and the vendor.

Do you agree to these terms?

2
7

Contract Governance

Any contract made or entered into by the Irving ISD is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, Irving ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

This is your electronic signature.

I Agree (Agreed)

28

Payment Terms

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The District considers an invoice properly submitted when the following conditions are met:

- a. All invoices will be sent to: apinvoices@irvingisd.net or Irving ISD/Accounts Payable, PO Box 152637, Irving, TX 75015-2636
- b. Invoice is received at the address indicated on the purchase order
- c. Purchase Order Number
- d. Pricing on the invoice matches the price on the purchase order
- e. Quantities on the invoice do not exceed those specified on the purchase order
- f. Unique invoice number use for each billing
- g. Merchandise has been shipped or service performed
- h. Description of goods and services on the invoice shall match the description on the purchase order

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

This is your electronic signature.

I acknowledge (I acknowledge)

29

Criminal Background Check Requirement

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: •The employer has contracted with the district to provide services. •The particular employee will have continuing duties relating to the contract with the district. •The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: •they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law •they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property. A Bidder/Proposer's violation of this section shall constitute substantial failure. If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

This is your electronic signature.

I will comply with SB 9 (Agreed)

30

Insurance Commitment

The Insurance Requirements in the **Attachment Tab** apply to this proposal invitation and any resulting award. The Insurance Certificate is not required to be submitted with this proposal; however, if vendor is to receive an award, the certificate must be submitted to the Irving ISD Purchasing Office prior to commencement of work on District Property within ten (10) days of verbal or written request by the Purchasing Office (whichever is earlier).

This is your electronic signature.

I acknowledge (I acknowledge)

3.1 Exclusivity of Award
Any awards or contracts resulting from this document and the process described herein are not an exclusive award or a guaranteed quantity or volume and the Irving ISD reserves the right to purchase good or services described herein from other sources, unless the specifications herein and resulting contract expressly provide to the contrary in which case the contract provision will control for this provision.

Proposer must include any proposed contract in its response to this RFP. The contract form should already have been used, and approved with other Texas School Districts, other units of local government, and/or State Agencies. This RFP and the Vendor's response **shall be added** by reference as an addendum to the contract. Add proposed contract to the response attachment tab.

3.2 Independent Contractor
It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services here under. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions and regulations of any nature whatsoever.

3.3 Records
Upon request by Irving ISD, any duly authorized representative of Irving ISD shall, until three (3) years after final payment under this agreement, have access and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this agreement and to examine Seller's place of business as necessary to determine whether the terms of this agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

3.4 Record Retention
Vendor shall preserve all records relating to this RFP and/or contract for a period of seven (7) Irving ISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.

3.5 Conflict of Interest
No employee, officer, or agent may participate in the selection, award or administration of a contract if h or she has a real or apparent conflict of interest. Irving ISD officers, employees and agents may not solicit nor accept gratuities, favors or anything of monetary value from vendors or parties to subcontract. Irving ISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm or see attached CIQ form. By law this questionnaire must be filed with the records administrator of the local government no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.)

3.6 Warranties
Vendor expressly warrants that all the goods and services covered by the contract resulting from this RFP will be in exact accordance with the requirements of the award of the RFP and the resulting contract and free from defects in material and/or workmanship. Vendor expressly warrants merchantability for all goods provided pursuant to the resulting contract. All warranties shall survive delivery of the goods and completion of the services and shall not be deemed waived either by reason of the district's acceptance of said goods and services or by payment for them. Any deviations from the contract, or any exceptions or alterations must be approved in writing by the District's procurement Director.

37 Notification of Material Change
Vendor is required to notify Irving ISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership and the like, within three (3) business days of such change.

38 Force Majeure
Neither Irving ISD nor vendor shall be deemed to have breached any provision of this agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies interruptions in third-party telecommunications or Internet equipment or service, other catastrophes or any other occurrences which are reasonably beyond such part party's control.

39 Student Confidentiality
Vendor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (FERPA). Any student information provided to awarded contract shall be in compliance with the requirements and exceptions outlined in FERPA. Vendor must comply with said law and regulations and safeguard student information. Vendor may not disclose student information to a third party without prior written consent from the parent or eligible student. Vendor must destroy any student information received from the District when no longer needed for provision of services to District.

This is your electronic signature.
 I acknowledge (I acknowledge)

40 Non-Collusive Bidding Certificate
NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.

This is your electronic signature.
 I Agree (Agreed)

41 Felony Conviction Notification
Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-

N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.
No = My firm is not owned nor operated by anyone who has been convicted of a felony.
Yes = My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

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Felony Conviction Details

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

NA

Code of Conduct

Vendors and their suppliers, installers and all others working on IRVING ISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document.

1. Vendors employees, installers and suppliers who will be entering the district site should check in with the IRVING ISD designated representative.
2. Vendors employees, installers and supplier must wear picture ID badges while on IRVING ISD property. See Criminal Background Check Notification attribute included in this proposal.
3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff.
4. Drugs and alcoholic beverages are PROHIBITED.
5. The use of vulgar or improper language is PROHIBITED. IRVING ISD will determine on a case by case basis what constitutes vulgar or improper language.
6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. IRVING ISD staff will determine unacceptable behavior.
7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with IRVING ISD to make up any scheduling.
8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED.
9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed.
10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift.
11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones.
12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by IRVING ISD to perform criminal background evaluations/investigations.
13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on IRVING ISD property where students are present:
 - Any offense against a child.
 - Any sex offense.
 - Any crimes against persons involving weapons or violence.
 - Any felony offense against property; or
 - Any other offense that IRVING ISD believes might compromise the safety of students, staff or property.

I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.

This is your electronic signature.

I Agree (Agreed)

4 **SCOPE OF WORK**

The Irving ISD seeks to establish qualified contractors to provide "as needed" FIRE SUPPRESION services including by not limited to inspection, maintenance, repair, troubleshooting, service upgrades, new installations and emergency repairs on systems owned and/or leased and operated by the District.

While this contract specifically covers Fire Panels and Kitchen Hoods, respondents are encouraged to submit any offering on any and all products or services available that they currently perform in their normal course of business. (Attach catalog and/or price list)

- Alarm Panels
- Fire Extinguishers
- Fire Suppression Systems
- Kitchen Hood Fire Suppression Systems
- Vent Hood Cleaning Services
- Fire Sprinkler Suppression Systems

This proposal includes all of Irving ISD facilities and any new facilities constructed during the time frame of the proposal. Please refer to the district's website below to view a map of the district's boundaries: <https://www.irvingisd.net/cms/lib/TX01917973/Centricity/Domain/1475/DistrictMap.pdf>

4 **SPECIFICATIONS**

4 **Inspections**

The scope of the work shall include all supervision, the necessary labor, material, tools and test equipment to accomplish the following with regard to the covered systems defined herein. Inspection is to be both visual and audio for fire alarm systems. The intent is to assure that the Fire Alarm Panels and Sprinkler Systems servicing the building are properly inspected, tested and maintained on a regular basis in conjunction with all local, state and NFPA codes. The proper and reliable operation of the systems and protection of the building occupants are of primary concern to the District. Extension of the useful life of the system and the most cost effective total life cycle cost of the system are also considerations. It is further intended that appropriate documentation of the system and the maintenance it receives is created and shared with the District's designated personnel.

Annual inspection of panels/systems shall be completed by August 1st of each year and related repairs completed by October 31st of each year.

A list of all campus locations and related Panel Brands is located in the ATTACHMENT TAB.

Inspections include:

- Annual inspection of all fire equipment systems (including sensitivity checks)
 - Fire alarm panels (addressable & analog)
 - Sprinkler System standpipe include flow switches and tamper switch
- Systematic testing of initiating, signaling and interlock zones
- Organize and present reports on problems found during inspection as well as suggested improvements
- Systematic documentation of inspection report (pre-printed and computerized)
- Inspection devices such as purge dampers, flow switches, sprinkler valves, elevator recall relays, etc.
- Vendor shall test and verify all kitchen gas services are restored and operational.
- Three (3) (one original and two copies) complete copies of final approved Inspection Report must be sent to Irving ISD Maintenance Department

IISD Inspection:

All work performed under this contract is subject to inspection by Irving ISD at any time to insure compliance with all terms and conditions of this contract. A record of discrepancies found shall be made and the list submitted to the maintenance department within five (5) days of inspection.

4 Services Provided

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Please check the boxes for services you can provide.

- Fire Alarm Panel - Repair/Replacement (Fire Alarm Panel - Repair/Replacement)
- Fire Extinguisher Inspection/Repair (Fire Extinguisher Inspection/Repair)
- Kitchen Hood Fire Suppression Systems (Kitchen Hood Fire Suppression Systems)
- Vent Hood Cleaning (Vent Hood Cleaning)
- Fire Sprinkler Systems (Fire Sprinkler Systems)
- Fire Suppression Systems (Fire Suppression Systems)
- Other (Other)

4 Other Services Provided

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List other services you can provide that is not mentioned in the check boxes above.

Hydrants, underground fire mains and backflows

4 Fire Panel Maintenance, Repair and Related

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The District's goal is to engage the services of one or more vendor(s) that will maintain one or more of the equipment and systems in a manner that, according to the manufacturer's recommended performance standards, provides the highest level of efficiency and occupant comfort, minimizes unscheduled downtime and extends equipment life. Inspection shall be both visual and audio for fire alarm systems in conjunction with all local, state and NFPA Codes. (National Fire Protection Association)

- Tasks to be performed on this contract include but are not limited to performing all inspections, testing, preventative maintenance, repairs, replacement of equipment and servicing of the District's Fire Panels units and other related systems.

Irving ISD currently operates the following brands in various facilities and campuses:

- ◊ Silent Knight
- ◊ Notifier
- ◊ Harrington
- ◊ Gamewell FCI
- ◊ EST
- ◊ Pyrotronics non-addressable
- ◊ Silent Knight non-addressable

- The vendor must be authorized and trained on the specific brand of equipment quoted.
- All work on this contract should be performed using trained, skilled and professional crafts persons who are employed under the direct supervision of the contractor in sufficient numbers to complete all tasks within the time frames defined in this scope of work.
- Quotes will be obtained for specific projects based on an 'as needed' basis from one or more vendor.

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Authorized Panel Brands

Choose the brands that you are authorized and trained to install and/or repair.

- Silent Knight (Silent Knight)
- Notifier (Notifier)
- Harrington (Harrington)
- FCI (FCI)
- EST (EST)
- Pyrotronics non-addressable (Pyrotronics non-addressable)
- Silent Knight non-addressable (Silent Knight non-addressable)
- Other (Other)

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Other Brands

List other BRANDS that are not mentioned in the check boxes above that you are authorized and trained to install and/or repair.

Kidde, Potter

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Kitchen Hood Fire Suppression Systems

1st Inspection shall be completed between May 1st and June 30th each year and include the any sound tests required.

2nd Inspection shall be completed by December 31st of each year.

Kitchen hood fire suppression testing and maintenance shall include:

- Semi-annual inspection of all kitchen hood fire suppression systems in district schools and all auxiliary service center locations. (approximately 60 hoods)
- Replacement of fusible links, nozzle caps and O-rings at each inspection, or as often as necessary, to insure proper operation of the fire suppression system.
- If the kitchen vent hood fire suppression is in its twelfth year of use, the tank(s) on the kitchen vent hood fire suppression systems must be emptied, hydro-tested and refilled. If the tank(s) do not pass the hydro-test, the tank(s) must be replaced. Also in the twelfth year of the system use, the cartridge(s) and discharge hose(s) must be replaced, and regulator(s) tested.
- The vendor shall provide a final report to Irving ISD personnel including description, quantities and location map for each district facility of the above described equipment and systems.
- Vendor shall test and verify that all kitchen gas services are restored and operational.

Vent Hood brands maintained by Irving ISD include, but are not limited to the following:

- Ansul R102
- PCL 400 & 460
- WHDR 600 & 400
- Gaylord
- Actec/EcoArch
- Kiddie
- K-Tech
- Air-Tech
- Carroll
- Vent Master
- Moduserve

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Vent Hood Cleaning

Vent hood cleaning (as needed) shall include:

- Removal of grease and dirt from the accessible interior surfaces of all kitchen exhaust system hoods to meet or exceed N.F.P.A. Code 96 specifications. Degreasing and cleaning shall include: Exhaust hood(s), exhaust fan(s), exhaust duct behind filters (and all accessible duct and access panel(s) leading up to the fan, filters and wall sheeting behind the vent hood.
- Disabling the Ansul Fire Suppression System(s) for each vent hood prior to cleaning. The service company shall also be responsible for seeing that the fire suppression system(s) are not activated or damaged during cleaning, and that they are not left disabled and are fully functional when cleaning is complete.
- Vendor shall restore and test gas connection when cleaning is complete.
- Covering all cooking equipment under the vent hood(s) during cleaning to avoid contamination from cleaning chemicals or damage. All equipment shall be returned to its original position and checked for proper operation.
- Clean-up includes removal of all work related rubbish and cleaning of work area(s); and placement of a label indicating the date cleaned, due date for next cleaning and the name of the service company shall be applied to the vent hood(s). The service company shall provide a certificate showing location, number of vent hoods cleaned, date of inspection and cleaning.
- Upon completing the vent hood cleaning, each kitchen shall be ready for use by kitchen personnel.
- Irving ISD shall be responsible for having the fire alarm system in test mode prior to, and during the cleaning process at each location.

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Authorized Vent Hood Brands

Choose the brands that you are authorized and trained to install and/or repair.

- Ansul (Ansul)
- PCL (PCL)
- WHDR (WHDR)
- Gaylord (Gaylord)
- Actec/EcoArch (Actec/EcoArch)
- Kiddie (Kiddie)
- Air-Tech (Air-Tech)
- Carroll (Carroll)
- Vent Master (Vent Master)
- Moduserve (Moduserve)
- Other (Other)

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Other Vent Hood Services Provided

List other services you can provide that is not mentioned in the check boxes above.

Range Guard and Protex

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6

Fire Extinguishers

Portable fire extinguishers shall be inspected, tested and recharged in all district schools and all auxiliary service center locations.
(approximately 5000)

Vendor must be licensed by the Texas State Fire Marshall's office.

A list of fire extinguisher locations shall be provided upon notice of award.

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Contractor Responsibilities

- The contractor shall perform all services required to complete the tasks described in the Scope of Work.
- The contractor shall be responsible for repairing ~~FO4~~ Panel equipment and systems as assigned by the

Director of Maintenance or his designee.

- The contractor shall be free to start and stop all primary equipment incidentals to the operation of the systems in order to perform necessary service or maintenance. The contractor shall make every effort to minimize the impact of the service or maintenance to students during school hours.
- The contractor shall be responsible for pulling and paying any and all permits.
- All planned and preventative maintenance work under these specifications shall be performed when it does not impact the educational environment. Contractors may consider scheduling some or all preventative maintenance tasks after school hours.
- The contractor shall provide preventative maintenance inspections for Fire Suppression equipment as requested. The number of inspections per year will be in accordance with industry standards.
- The contractor shall report to the district conditions where a repair to or replacement of an existing piece of equipment will exceed \$25,000 with sufficient support information and data for the contractor and the district to reach a mutual agreement on a proper course of action to take remedy the situation. This includes preparation of an estimate of damage, options on proper course of action, and potential costs of such actions. The district may, as its option, either negotiate with the awarded vendor or, conduct a separate procurement process to have the repair/replacement made or utilize an existing agreement to make needed repairs or replace the identified equipment.
- As issues occur, the contractor will advise the district of work outside the scope of this agreement that is recommended to be done to improve the system.
- The contractor shall have access to a comprehensive stock of repair and replacement parts and supplies for the manufacturer brands and models within the district. Parts shall be current, new, not used and of latest manufacturer's stock, with expiration dates valid during the current contract year.
- The contractor shall be liable for accidents, injury, breakage, loss or damage to the equipment or machinery, appliances or property connected therewith, or the resultant consequences caused by negligent act of omission or commission by the contractor's agents, employees, or subcontractors. Contractors shall cure all such liabilities resulting from contractor's actions, agents, employees or subcontractors that are non-emergencies within ten (10) business days of the first report of the occurrence. Emergency occurrences resulting from contractor's actions, agents, employees or subcontractors that do not present an immediate danger to Irving ISD facilities, staff or students, shall be cured within 48 hours. Emergency occurrences resulting from contractor's actions, agents, employees or subcontractors that present an immediate danger to Irving ISD facilities, staff or students, shall be cured immediately.
- Service technicians shall identify their presence to each school administrative office upon their arrival and sign the visitor log before beginning any work at the site. Following any work at an Irving ISD facility, the contractor shall demonstrate to a member of the school staff that such work has been completed or is in the process of being completed. Prior to leaving the facility, the service technician shall request that the designated school staff sign the contractor's work ticket attesting only that the contractor was on site.
- The contractor shall comply with all federal, state and local policies, procedures and guidelines for determining eligibility for services.
- The contractor shall provide services based upon best practices in the field.
- The contractor shall provide all required paperwork in a timely manner.
- The contractor shall certify that any service professional placed in the district has been cleared through a nationwide criminal background check and fingerprinted.
- The contractor shall remove any provider whose background, training, or skills do not meet the standards of the district. (as solely determined by the district)
- The contractor is expected to be in compliance with all Texas licensing and certification requirements to do business in Texas and provide the described services.
- The contractor must comply with all laws and regulations protecting the rights of privacy and confidentiality of the district's students and personnel.
- Subcontractor services are the responsibility of the prime awarded contractor and any subcontractor MUST also meet all Irving ISD requirements stated in this RFP document.
- If any work is subcontracted, the contractor must notify the district of this fact and have subcontracted workers properly identified and notified of district policy. All subcontractors will be under the control of the prime awarded contractor and must meet and follow all requirements detailed in this RFP. The district will have the right to accept or reject subcontractors.
- **The selected proposer(s) shall be in the prime business as a contractor with all applicable licenses and certificates.**
- **If any installation or upgrade project exceeds \$25,000, Payment Bond is required. Projects over \$100,000 require a Performance Bond.**

5 8	Licenses A copy of all contractor's licenses and certificates qualifying and authorizing contractor to perform this type of work.
5 9	Site Work Any modifications or changes necessary to complete any installation are the sole responsibility of the contractor. However, before any modifications or changes can be made to the site, the maintenance manager or director first must approve the change. Changes for any major modifications, which might substantially affect the contractor's proposal price, should be explained in a separate letter, supplied with the proposal form. Failure to notify the owner of required modifications in a letter shall be deemed as acceptance of the project and the vendor will be held responsible for all work required for installation.
6 0	Environmental Compliance Contractor shall comply with applicable environmental statutes, regulations and guidelines in furnishing the Work under this solicitation, including laws on disposal of hazardous wastes. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances or disposal of hazardous wastes during the course of furnishing the Work in accordance with this solicitation. Contractor shall be solely responsible for all claims and expense associated with the disposal of hazardous wastes or with the response to or removal of any release, including without limit, payment of any fines or penalties levied against the District by any agency as a result of such release. Contractor shall hold harmless, indemnify and defend the District from any claims, suits, actions, costs or expenses arising from such disposal or release.
6 1	VENDOR ORDER INFORMATION
6 2	Principal Place of Business Please provide the Address, City, State, Zip Code <input data-bbox="110 989 1555 1031" type="text" value="2450 Satellite Blvd. Duluth, GA 30096"/>
6 3	Local Representative Name and Title PLEASE GIVE NAME AND TITLE FOR A LOCAL REPRESENTATIVE AND/OR OFFICE. <input data-bbox="110 1150 1555 1255" type="text" value="James Fluker - Service Manager
2501 Gravel Dr.
Fort Worth, TX 76118"/>
6 4	Local Representative Phone number <input data-bbox="110 1346 321 1381" type="text" value="(972) 841-7510"/>
6 5	Local Representative Email Address <input data-bbox="110 1472 402 1507" type="text" value="jfluker@centuryfp.com"/>
6 6	VENDOR QUESTIONNAIRE

6 7	<p>Reference Requirements</p> <p>Please indicate below three business references that have contracted with your company to provide like products and/or services. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. <u>Preferable references are school districts or other governmental entities similar in size and scope.</u> Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that Irving ISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process.</p> <p>I have read and understand the references requirements. This is my electronic signature.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
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6 8	<p>Reference 1</p> <p>Reference Number 1. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. <u>Preferable references are school districts or other governmental entities.</u></p> <div style="border: 1px solid black; padding: 5px;"> <p>City of Fort Worth 5001 James Ave. fort Worth, TX Mike Peace 817-991-1356</p> </div>
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6 9	<p>Reference 2</p> <p>Reference Number 2. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. <u>Preferable references are school districts or other governmental entities.</u></p> <div style="border: 1px solid black; padding: 5px;"> <p>Duncanville ISD 315 Crankshaft Dr. Duncanville, TX Joe Perterka 972-708-2267</p> </div>
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7 0	<p>Reference 3</p> <p>Reference Number 3. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. <u>Preferable references are school districts or other governmental entities.</u></p> <div style="border: 1px solid black; padding: 5px;"> <p>City of Watauga 7105 Whitley Rd. Watauga, TX Clint Harmon 817-846-5244</p> </div>
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7 1	<p>Warranty</p> <p>Per the Terms and Conditions and Specifications of this proposal, Warranty of all equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.</p> <p><input type="text" value="YES"/></p>
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7 2	<p>Order Reference Number</p> <p>If there is a reference number that Irving ISD must include on the Purchase Order to receive bid pricing, please state that number below. If none, please enter N/A (not applicable).</p> <div style="border: 1px solid black; padding: 5px;"> <p>NA</p> </div>
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7 3	Purchase Order Acceptance Will your company accept mailed, faxed, e-Procurement or emailed Purchase Orders issued by the Irving Independent School District? <input checked="" type="checkbox"/> Yes (Yes)
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7 4	Discount for Prompt Payment of Invoices Cash/Prompt payment discounts offered will not be considered in determining the award but will be taken if earned. If your company offers a cash discount for prompt payment of invoices, please indicate the terms or percentage off. If there is none, please enter N/A (not applicable). <input type="text" value="NA"/>
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7 5	Purchases Must be Made with Irving ISD Purchase Order All purchases are made by Irving ISD purchase order. Do not provide supplies/services absent a bona fide signed purchase order. Do not provide supplies/services exceeding the amount of the purchase order. The District will only pay for amounts shown on purchase order. This is a condition of the proposal and becomes a part of any purchase order issued in conjunction with this RFP. <input checked="" type="checkbox"/> I Agree (Agreed)
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7 6	Delivery and Packing Ticket Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims, if any. <input checked="" type="checkbox"/> I Agree (Agreed)
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7 7	Purchasing Cooperative Has your company been awarded a purchasing cooperative contract? If yes, list the names of the Cooperatives and the contract #(s) you have with each. If you have no cooperative contract award, please enter N/A (not applicable). <input type="text" value="NA"/>
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7 8	Interlocal Agreement Clause - EPCNT Several governmental entities around the Irving Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? If you (the Vendor) checked yes, the following will apply: Government entities utilizing Internal Governmental contracts with the Irving ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Irving ISD will be billed directly to that government entity and paid by that government entity. Irving ISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: https://epcnt.com/ <input type="text" value="Yes"/>
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79 **Central Texas Purchasing Cooperative**

Several governmental entities around the Irving Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

If you (the Vendor) checked yes, the following will apply:

Adoption of Awarded Contracts: In support of this collaborative effort, all awards made by Irving ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree.

Government entities utilizing Internal Governmental contracts with the Irving ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Irving ISD will be billed directly to that government entity and paid by that government entity. Irving ISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed.

For information regarding the Central Texas Purchasing Cooperative, please visit their website at the following address: <https://www.txctpa.org/>

80 **ATTACHMENT CHECKLIST**

81 **W-9 Form**

Respondent must attach a copy of their company's W-9 duly filled out and signed. Have you attached your completed W-9 to this response submittal?

YES (YES)

82 **Conflict of Interest Questionnaire**

Respondent must attach a copy of their Conflict of Interest Questionnaire duly filled out and signed. Have you attached your completed Conflict of Interest Questionnaire?

YES (YES)

83 **Confidentiality Declaration Form**

If the respondent's response contains materials that are classified and/or deemed confidential, this form must be completed and attached. Have you attached your completed Anti-Lobbying Disclosure Form?

YES (YES)

84 **EDGAR CERTIFICATIONS**

Irving ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of this process involves ensuring that all current vendors agree to comply with EDGAR.

The following provisions are required and apply when Irving ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

85 **1) Breach of Contract**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to this Federal Rule, when federal funds are expended by Irving ISD, Irving ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I agree with this Federal Rule.

This is your electronic signature.

I agree (I agree)

8 6 2) Termination for Cause and Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to this Federal Rule, when federal funds are expended by Irving ISD, Irving ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Irving ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Irving ISD believes, in its sole discretion that it is in the best interest of Irving ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Irving ISD as of the termination date if the contract is terminated for convenience of Irving ISD. Any award under this procurement process is not exclusive and Irving ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Irving ISD.

I agree to abide by this Federal Rule.

This is your electronic signature.

I agree (I agree)

8 7 3) Equal Employment Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule above, when Irving ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

This is your electronic signature.

I agree (I agree)

8 8 4) Davis-Bacon Act and Copeland "Anti-Kickback" Act

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule above, when federal funds are expended by Irving ISD, the vendor certifies that during the term of an award for all contracts by Irving ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

This is your electronic signature.

I agree (I agree)

8 9 5) Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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.

Pursuant to Federal Rule above, when Irving ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contract by Irving ISD resulting from this procurement process.

This is your electronic signature.

I agree (I agree)

9 0 6) Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 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.

Pursuant to this Federal Rule, when federal funds are expended by IRVING ISD, the vendor certifies that during the term of an award for all contracts by IRVING ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this Federal Rule.

This is your electronic signature.

I agree (I agree)

9 1 7) Clean Air and Clean Water Act

The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended-Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule above, when federal funds are expended by Irving ISD, the vendor certifies that during the term of an award for all contracts by Irving ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule above.

This is your electronic signature.

I agree (I agree)

9 2 8) Debarment Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule above, when federal funds are expended by Irving ISD, the vendor certifies that during the term of an award for all contracts by Irving ISD member resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

This is your electronic signature.

I agree (I agree)

9 3 9) PR/Award # or Project Name Regarding Debarment

Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable).

I agree (I agree)

9 4 10) Byrd Anti-Lobbying

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay an 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 must 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 non-Federal award.

Pursuant to Federal Rule above, when federal funds are expended by Irving ISD, the vendor certifies that during the term of an award for all contracts by Irving ISD member resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that: No federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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 or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

This is your electronic signature.

I agree (I agree)

9 5 11) Record Retention for Contracts Involving Federal Funds

When federal funds are expended by Irving ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. I agree to comply with this Federal Rule.

This is your electronic signature.

I agree (I agree)

96	12) Certification of Compliance with the Energy Policy and Conservation Act When IRVING ISD expends federal funds for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18). This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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97	13) Certification of Compliance with Buy America Provisions Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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98	14) Certification of Access to Records Vendor agrees that the inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. 2 CFR §200.336 This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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99	15) Certification of Applicability to Subcontractors Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions. This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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100	16) Prohibition on Contracts with Certain Companies (SB 252) As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must agree to the following: I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law. Pursuant to Texas Government Code, Chapter 2252, Sec. 2252.152 and Sec. 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806-051, Section 807.051 or Section 2253.153. I further certify that should the named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Irving ISD Purchasing Department. This is your electronic signature. <input checked="" type="checkbox"/> I agree (I agree)
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17) Prohibition on Contracts with Companies Boycotting Israel (HB 89)

The undersigned authorized representative of the company named in this RFP (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Irving ISD that the company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the named company, business or individual with the Irving ISD

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2270.001 and 808.001:

1. Boycott Israel means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make profit.

This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

The company shall indemnify and hold harmless the Irving ISD its officials and employees from any and all claims, damages, expenses and costs of any nature based upon Irving ISD reliance on this verification.

This is your electronic signature.

I agree (I agree)

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18) Disclosure of Interested Parties (HB 1295)

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The business entity must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The form 1295 must be signed by an authorized agent of the business entity and the form must be notarized. The business entity must then submit the completed, signed, notarized Form 1295 to the contracting school District. (Upload in RESPONSE ATTACHMENT TAB)

The Texas Ethics Commission website <https://www.ethics.state.tx.us/filinginfo/1295/> provides the appropriate instructions on how to file Form 1295. Filing process has to be completed within 30 days after the date the contract binds all parties to the contract.

I agree (I agree)

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19) Prohibition from Contracting with Abortion Provider (SB 22)

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

This is your electronic signature.

I agree (I agree)

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20) Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Undersigned certifies, to the best of his or her knowledge and belief, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand 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 covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

You must answer "I have not lobbied" or "I have lobbied"

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21) If you answered "I have lobbied" to the above Attribute Question

If you answered "I have lobbied" to the above attribute question, you must download the Lobbying Report "Standard Form LLL, "disclosure Form to Report Lobbying" which includes instruction on completing the form. Complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

I agree (I agree)

1 0 6	<p>22) Prohibition on Telecommunications/Video Services or Equipment 2 C.F.R. 200.216</p> <p>All recipient of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment system, or services that used prohibited telecommunications equipment services as a substantial or essential component or any system, unless exception is made in the regulation.</p> <p>The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities OR video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
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1 0 7	<p>23) Firearm Entity/ Trade Association Nondiscrimination</p> <p>If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's Bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from that law.</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
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1 0 8	<p>24) Energy Company Boycott</p> <p>As required by Texas Government Code Ann. Chapter 2274, If VENDOR has ten (10) or more employees, it is not a sole proprietorship, and if the value of the VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless DISTRICT shall pay for any services performed or goods supplied prior to that termination. Texas Education Code Ann. §44.034</p> <p><input checked="" type="checkbox"/> I agree (I agree)</p>
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Bid Lines

1	<p>INSPECTION OF FIRE SYSTEMS</p> <p><i>(Line excluded from response total)</i></p>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
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2	<p>ANNUAL inspection per device</p> <p>Attribute #46</p> <p>Quantity: <u> 1 </u> UOM: <u> Annually </u> Unit Price : <input type="text" value="\$500.00"/> Total: <input type="text" value="\$500.00"/></p> <p>Supplier Notes: <input type="text" value="\$500.00 er fire alarm panel per school. for the 50 locations listed, that would be 50 @ \$500.00 = \$25,000.00 for all fire alarm panels"/></p>
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3	<p>FIRE PANEL SYSTEMS SERVICE/LABOR RATES</p> <p>Attribute #49-51</p> <p><i>(Line excluded from response total)</i></p>	Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
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4	<p>STANDARD HOURLY SERVICE RATE</p> <p>Monday - Friday</p> <p>7:00-5:00 PM</p> <p>Quantity: <u> 1 </u> UOM: <u> EA HOUR </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/></p>
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Item Attributes

1. Response Time

Please state the response time for service calls during business hours.

2 hours

5 AFTER HOURS SERVICE RATE

Monday - Friday, Saturday, Sunday and Holidays

5:01 PM - 6:29 AM

Quantity: 1 UOM: EA HOUR Price: Total:

Item Attributes

1. Response Time

Please state the response time for service calls AFTER regular business hours.

2-4 hours

6 Catalog Discount for Repair Parts

Quantity: 1 UOM: Percent Total:

Item Notes: 0% is a valid response

Supplier Notes:

7 Catalog Discount for New Panel Equipment

Upgrade/Replacements

Quantity: 1 UOM: Percent Total:

Item Notes: 0% is a valid response

Supplier Notes:

8 KITCHEN HOOD FIRE SUPPRESSION SYSTEMS

Attribute #52-54

(Line excluded from response total)

Price: Total:

9 Kitchen Hood Fire Suppression System Bi-Annual Inspection

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

10 Replacement of Fuse Links

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

1 1	Refill per Tank	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	Supplier Notes: <input type="text" value="price varies per manufacturer"/>			
1 2	Pressure Test	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$225.00"/>	Total: <input type="text" value="\$225.00"/>
1 3	Regulator Test	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$85.00"/>	Total: <input type="text" value="\$85.00"/>
1 4	Cartridge Replacement	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$225.00"/>	Total: <input type="text" value="\$225.00"/>
1 5	Nozzle Cap (Blow off cap)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	Supplier Notes: <input type="text" value="no charge - part of inspection"/>			
1 6	Nozzle O-Rings	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	Supplier Notes: <input type="text" value="no charge - part of inspection"/>			
1 7	Discharge Hose	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	Supplier Notes: <input type="text" value="no charge - part of inspection"/>			
1 8	Grease Cups	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
	Supplier Notes: <input type="text" value="not part of the inspection"/>			
1 9	Catalog Discount for KITCHEN HOOD Repair Parts	Quantity: <u> 1 </u> UOM: <u>Percent</u>		Total: <input type="text" value="25%"/>
	Item Notes: 0% is a valid response			
	Supplier Notes: <input type="text" value="25% off list price"/>			
2 0	Catalog Discount for KITCHEN HOOD Equipment	Quantity: <u> 1 </u> UOM: <u>Percent</u>		Total: <input type="text" value="25%"/>
	Item Notes: 0% is a valid response			
	Supplier Notes: <input type="text" value="25% off list price"/>			

2 1	KITCHEN HOOD - STANDARD HOURLY SERVICE RATE		
Monday - Friday			
7:00-5:00 PM			
Quantity: <u> 1 </u>	UOM: <u>EA HOUR</u>	Price: <input type="text" value="\$100.00"/>	Total: <input type="text" value="\$100.00"/>
Item Attributes			
1. Response Time			
Please state the response time for service calls during business hours.			
<input type="text" value="2 hours"/>			

2 2	KITCHEN HOOD - AFTER HOURS SERVICE RATE		
Monday - Friday, Saturday, Sunday and Holidays			
5:01 PM - 6:29 AM			
Quantity: <u> 1 </u>	UOM: <u>EA HOUR</u>	Price: <input type="text" value="\$1,500.00"/>	Total: <input type="text" value="\$1,500.00"/>
Item Attributes			
1. Response Time			
Please state the response time for service calls AFTER regular business hours.			
<input type="text" value="2 -4 hours"/>			

2 3	Vent Hood Cleaning		
Attribute #52-54			
<i>(Line excluded from response total)</i>			
		Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>

2 4	Annual Inspection of Vent Hood		
Quantity: <u> 1 </u>	UOM: <u>Annually</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
Supplier Notes: <input type="text" value="custom pricing"/>			

2 5	Semi-Annual Inspection of Vent Hood		
Quantity: <u> 1 </u>	UOM: <u>Semi-Annually</u>	Unit Price: <input type="text" value="No response"/>	Total: <input type="text" value="No response"/>
Supplier Notes: <input type="text" value="custom pricing"/>			

26 VENT HOOD CLEANING - STANDARD HOURLY SERVICE RATE

Monday - Friday

7:00-5:00 PM

Quantity: 1 UOM: EA HOUR Price: Total:

Supplier Notes:

Item Attributes

1. Response Time

Please state the response time for service calls during business hours.

27 VENT HOOD CLEANING - AFTER HOURS SERVICE RATE

Monday - Friday, Saturday, Sunday and Holidays

5:01 PM - 6:29 AM

Quantity: 1 UOM: EA HOUR Price: Total:

Supplier Notes:

Item Attributes

1. Response Time

Please state the response time for service calls AFTER regular business hours.

28 **FIRE SPRINKLER SYSTEMS**

Attribute #46
(Line excluded from response total)

Price: Total:

29 RISER Wet System - annual inspection and Certification

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

30 RISER Dry System - annual inspection and Certification

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

31 Backflow per fire system - annual inspection and Certification

Quantity: 1 UOM: EA Unit Price: Total:

Supplier Notes:

3 2	Fire Pump - annual inspection and Certification Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$450.00"/> Total: <input type="text" value="\$450.00"/>
3 3	RISER - 5 year Internal Obstruction Inspection Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$550.00"/> Total: <input type="text" value="\$550.00"/>
3 4	Catalog Discount for SPRINKLER Parts Quantity: <u> 1 </u> UOM: <u> Percent </u> Total: <input type="text" value="25%"/> Item Notes: <u> 0% is a valid response </u> Supplier Notes: <input type="text" value="25% of list price"/>
3 5	FIRE SPRINKLER - HOURLY SERVICE RATE Monday - Friday 7:00-5:00 PM Quantity: <u> 1 </u> UOM: <u> EA HOUR </u> Price: <input type="text" value="\$100.00"/> Total: <input type="text" value="\$100.00"/> Item Attributes 1. Response Time Please state the response time for service calls during business hours. <input type="text" value="2 hours"/>
3 6	FIRE SPRINKLER - AFTER HOURS SERVICE RATE Monday - Friday, Saturday, Sunday and Holidays 5:01 PM - 6:29 AM Quantity: <u> 1 </u> UOM: <u> EA HOUR </u> Price: <input type="text" value="\$150.00"/> Total: <input type="text" value="\$150.00"/> Item Attributes 1. Response Time Please state the response time for service calls AFTER regular business hours. <input type="text" value="2 -4 hour hours"/>
3 7	<b style="color: red;">FIRE EXTINGUISHERS Attribute #55 <i>(Line excluded from response total)</i> Price: <input type="text" value="No response"/> Total: <input type="text" value="No response"/>

38	Fire Extinguisher annual inspection and Certification				
	Estimated 5000 units				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$30,000.00"/>	Total:	<input type="text" value="\$30,000.00"/>
39	Hydrostatic Test				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$45.00"/>	Total:	<input type="text" value="\$45.00"/>
40	Recharge 5 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$28.00"/>	Total:	<input type="text" value="\$28.00"/>
41	Recharge 10 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$35.00"/>	Total:	<input type="text" value="\$35.00"/>
42	Recharge 20 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$55.00"/>	Total:	<input type="text" value="\$55.00"/>
43	Recharge Class K Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$105.00"/>	Total:	<input type="text" value="\$105.00"/>
44	REPLACE 5 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$45.00"/>	Total:	<input type="text" value="\$45.00"/>
45	REPLACE 10 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$68.00"/>	Total:	<input type="text" value="\$68.00"/>
46	REPLACE 20 lb. Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$112.00"/>	Total:	<input type="text" value="\$112.00"/>
47	REPLACE Class K Extinguisher				
	Quantity: <u> 1 </u> UOM: <u>EA</u>	Unit Price:	<input type="text" value="\$172.00"/>	Total:	<input type="text" value="\$172.00"/>

Response Total: \$35,698.00



Vendor Contract Information Summary

Vendor Name Firetrol Protection Systems Inc.
Contact Troy Davidson
Phone Number 6022977668
Email tdavidson@firetrol.net
Website www.firetrol.net
Federal ID 87-0405034
Accepts RFQs Yes
Address Line 1 4616 West Howard Lane, Building 7, Suite 700
Vendor City Austin
Vendor Zip 78728
Vendor State TX
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served Alabama, Arizona, Oklahoma, Texas, Utah
Contract Name Fire and Security Systems and Monitoring Services
Contract # 654-21
Effective Date 12/01/2021
Expiration Date 11/30/2024
Quote Reference Number 654-21
Return Policy Warranty.



Vendor Contract Information Summary

Additional Dealers Firetrol Protection Systems location in: Corpus Christi TX, Dallas TX, Fort Worth TX, Houston TX, La Porte TX, Lubbock TX, Mobile AL, Oklahoma City OK, Tempe AZ, Salt Lake City UT

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: APPROVE CELL SERVICE FOR USE WITH GLOBAL POSITIONING SYSTEM FOR DISTRICT BUSES AND VEHICLES

BACKGROUND:

Cell service is required to use the Global Positioning System (GPS) in all District yellow fleet (District buses) and white fleet (District vehicles). Both fleets are already equipped with a tracking device that helps identify vehicle location, performance and route efficiency. The term of cell service is from October 1, 2022, to June 30, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Cell Service for Use with Global Positioning System for District Buses and Vehicles
2. Decline to Approve Cell Service for Use with Global Positioning System for District Buses and Vehicles
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Cell Service for Use with Global Positioning System for District Buses and Vehicles

FUNDING SOURCE: *Additional Details*

General Fund	199-51-6256-001-999-99-437-000000.....	\$34,095.60
	199-51-6256-001-999-99-434-000000.....	\$45,940.50

COST:

\$80,036.10

VENDOR:

T-Mobile

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 General Services Administration Contract GSA 47QTCA22D008N. Supporting documentation is attached.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District - Wide

RATIONALE:

The use of GPS will help support efficiencies in all District buses and vehicles.

INFORMATION SOURCE:

Joseph Coburn



CUSTOMER INFORMATION		SALES REPRESENTATION	
Customer Name:	Fort Worth ISD Transportation Dept	Name & Title:	Barbara Wooldridge
Financial Contact Name:	Stan Wright	Phone:	469-774-8214
Address:	4200 Lubbock Avenue	Email Address:	Barbara.Wooldridge@t-mobile.com
City:	Fort Worth	T-MOBILE USA INC.	
State:	TX		
Zip:	76115		
Financial Contact Phone:	817.815.7410		
Email Address:	Stanley.Wright@fwisd.org	Remit To Address:	T-MOBILE USA INC
Acct # (if applicable):	967805993 (White Fleet Vehicles)	Vendor PO Address:	PO BOX 742596 Cincinnati, OH 45274-2596
		Tax ID#	91-1983600
		Contract Number:	47QTCA22D008N

QUOTE DATE:	OFFER EXPIRATION DATE:	DISCOUNTS	QUOTE ID REFERENCE	CONTRACT VEHICLE
9/20/2022	Friday, October 14, 2022	MRC NET	967805993-0715B	GSA

Equipment					
Quantity	Model	Cost per Unit	Extended Cost	Discount	Equipment Total
0			\$ -	\$ -	\$ -
0					
Adapter Options					
0			\$ -		\$ -
0					
Equipment Total					\$ -

Service			
Quantity	Rate Plan	Monthly Cost per Line	Recurring Monthly Costs
308	GeoTab Base Plan for Government	\$12.30	\$3,788.40
			Monthly Service \$3,788.40

Financial Summary			Service Period
Item	Monthly Cost	One Time Costs	Oct 2022 - Jun 2023
Service	\$3,788.40		\$34,095.60
			\$0.00
	Totals	\$0.00	\$34,095.60
Total		\$34,095.60	

GeoTab services quoted on this document are separate from other services acquired from T-Mobile



CUSTOMER INFORMATION		SALES REPRESENTATION	
Customer Name:	Fort Worth ISD Transportation Dept	Name & Title:	Barbara Wooldridge
Financial Contact Name:	Stan Wright	Phone:	469-774-8214
Address:	4200 Lubbock Avenue	Email Address:	Barbara.Wooldridge@t-mobile.com
City:	Fort Worth	T-MOBILE USA INC. Remit To Address: T-MOBILE USA INC Vendor PO Address: PO BOX 742596 Cincinnati, OH 45274-2596 Tax ID#: 91-1983600 Contract Number: 47QTCA22D008N	
State:	TX		
Zip:	76115		
Financial Contact Phone:	817.815.7410		
Email Address:	Stanley.Wright@fwisd.org		
Acct # (if applicable):	980222518 (Yellow Fleet Vehicles)		

QUOTE DATE:	OFFER EXPIRATION DATE:	DISCOUNTS	QUOTE ID REFERENCE	CONTRACT VEHICLE
9/20/2022	Friday, October 14, 2022	MRC NET	980222518-0715D	GSA

Equipment						
Quantity	Model	Cost per Unit	Extended Cost	Discount	Equipment Total	
0		\$ -	\$ -	\$ -	\$ -	
0						
Adapter Options						
0		\$ -	\$ -	\$ -	\$ -	
0						
					Equipment Total	\$ -

GeoTab services quoted on this document are separate from other services the district may acquire or have acquired with T-Mobile

Service			
Quantity	Rate Plan	Monthly Cost per Line	Recurring Monthly Costs
415	GeoTab Base Plan for Government	\$12.30	\$5,104.50
			Monthly Service \$5,104.50

Financial Summary			Service Period
Item	Monthly Cost	One Time Costs	Oct 2022 - Jun 2023
Service	\$5,104.50		\$45,940.50
Equipment		\$0.00	\$0.00
Totals		\$0.00	\$45,940.50
Total Cost			\$45,940.50

GeoTab services quoted on this document are separate from other services acquired from T-Mobile



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*, a menu-driven database system. The INTERNET address *GSA Advantage!* is: GSAAdvantage.gov.

T-Mobile USA Inc.



SCHEDULE NUMBER MAS
SCHEDULE NAME Multiple Award Schedule

SIN(s): 517312 WIRELESS MOBILITY SERVICES
FSC GROUP FSC/PSC Class D304 - Information Technology

CONTRACT NUMBER: 47QTCA22D008N
CONTRACT PERIOD: 05/19/2022 through 05/18/2027

CONTRACTOR: T-MOBILE USA INC.
12920 SE 38th Street, Bellevue, WA 98006

Point of Contact: Roberto Isaac Maldonado, SR Program Manager
e-mail: Roberto.isaacmaldonado@t-mobile.com
Tel: (720) 998-2153
Fax: www.t-mobile.com

Business Size: Large

Effective Date of this Price List May 19, 2022

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: **APPROVE PURCHASE OF FOUR VANS FOR THE GIFTED AND
TALENTED DEPARTMENT’S MOBILE EXPERIENCE****

BACKGROUND:

The Gifted and Talented (G/T) Mobile Experience Program allows the G/T teachers to bring any materials, projects, and tools with them in a unique purpose-built solution. The Gifted and Talented Department aims to lead by example with our students by building solutions for them. After extensive research, it was decided that a van would provide the best mix of cargo space and ease of use. After last year’s Board approval, vehicle shortages prevented the purchase of four (4) vans at the approved rate, allowing for the purchase of one (1) van at an increased price. The Department is seeking to use the updated purchase quote to purchase four (4) more vans to allow for increased mobile experiences for Gifted and Talented Students at Fort Worth ISD sites.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Four Vans for the Gifted and Talented Department’s Mobile Experience
2. Decline to Approve Purchase of Four Vans for the Gifted and Talented Department’s Mobile Experience
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Four Vans for the Gifted and Talented Department’s Mobile Experience

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-21-6631-001-999-21-950-000344-22F32

COST:

\$190,016

VENDOR:

Caldwell Country Ford/Rockdale Country Ford

PURCHASING MECHANISM:

Cooperative Agreement

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

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District - Wide Elementary Schools.

RATIONALE:

The G/T Department proposes the creation of four (4) G/T Experience Mobile Vans to service all District elementary campuses. The Gifted and Talented Experience Vans will serve as mobile workshops; thus, bringing the G/T experiences directly to the students. The workshops will be set up for fully immersive and engaging lessons for G/T students in Grades 2 through 5.

INFORMATION SOURCE:

Marcey Sorensen

CALDWELL COUNTRY FORD
ROCKDALE COUNTRY FORD
BUYBOARD 601-19

End User: FORT WORTH ISD Caldwell Rep: CHRIS COLLINS
 Contact: MICHAEL FLUSCHE 817-814-2580 Phone/fax: 979-567-6129
 Phone/email: MICHAEL.FLUSCHE@FWISD.ORG Date: Monday, August 22, 2022
 Product Description: FORD TRANSIT email: chris@caldwellcountry.com

A. Bid Series: 143 A. Base Price: **\$ 47,404.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1X	2023 TRANSIT CARGO VAN T350	INCL		REMOTE KEYLESS ENTRY	INCL
	148" MED ROOF 9500 GVWR RWD	INCL		POWER LOCKS	INCL
998	ENGINE: 3.5LV6 FLEX FUEL	INCL		POWER WINDOWS	INCL
44U	10 SPEED AUTOMATIC	INCL		VINYL FLOOR	INCL
101A	ORDER CODE 101A	INCL		BACK UP CAMERA	INCL
16E	FRONT AND REAR VINYL FLOOR	INCL		NO WINDOWS IN CARGO AREA	INCL
47T	LOCKABLE DOOR BULKHEAD	INCL		FORD CO PILOT 360	INCL
58V	SYNC 3 AM/FM STEREO	INCL		2 PASSENGER SEATING	INCL
68H	RUNNING BOARDS	INCL		21.5 GAL FUEL TANK	INCL
86F	2 ADDITIONAL KEYS	INCL		BLACK BUMPERS	INCL
	SLIDING REAR PASS SIDE DOOR	INCL			
Total of B. Published Options:					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
		YZ OXFORD WHITE	EXT COLOR
		VK DARK PALAZZO GRAY VINYL	INT COLOR
		2023 ORDER C270-C273	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time: **INCLUDED** **\$ -**

E. UPFITTERS **\$ -**

F. Manufacturer Destination/Delivery: **\$ -**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

H. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

I. Contract Price Adjustment: **\$ -**

J. Additional Delivery Charge: _____ miles **INCLUDED** **\$ -**

K. Subtotal: **\$ 47,404.00**

L. Quantity Ordered 4 x K = **\$ 189,616.00**

M. Trade in: _____ **\$ -**

N. BUYBOARD FEE PER PURCHASE ORDER: **\$ 400.00**

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE:: **\$ 190,016.00**



Vendor Contract Information Summary

Vendor Name Caldwell Country Ford DBA Rockdale Country Ford, LLC
Contact Averyt Knapp
Phone Number 9795676116
Email aknapp@caldwellcountry.com
Website www.rockdalecountryford.com
Federal ID 27-3037856
Accepts RFQs Yes
Address Line 1 P.O. Box 72
Vendor City Rockdale
Vendor Zip 76567
Vendor State TX
Vendor Country USA
Delivery Days 120
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract # 601-19
Effective Date 12/01/2019
Expiration Date 11/30/2022
Service Fee Note Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number 601-19
Return Policy Negotiable

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE PURCHASE OF TUTORING SERVICES FOR STUDENTS LIVING AT THE PRESBYTERIAN NIGHT SHELTER**

BACKGROUND:

The Fort Worth ISD (FWISD) Homeless Education- Linking Partners Program (H.E.L.P.) recently applied and received the ARP Homeless I- TEHCY Supplemental Grant. The purpose of the American Rescue Plan (ARP) Homeless I- Texas Education for Homeless Children and Youth (TEHCY) Supplemental Grant is to provide additional funding to increase the capacity to address the unique needs of homeless children and youth, due to the impact of the COVID-19 pandemic. Further, the grant will provide increased support by hiring staff, dedicating resources, building partnerships with community-based organizations, and other strategies to assist homeless children and youth with academic success.

Homeless children and youth have a higher risk of failing courses, failing State of Texas Assessments of Academic Readiness/End-of-Course tests and dropping out. After reviewing the program needs, the H.E.L.P. Program determined that there is a strong need to provide more academic support to students experiencing homelessness. The Presbyterian Night Shelter houses a large number of FWISD students experiencing homelessness, approximately 50-60 at any given time. The Night Shelter provides temporary housing (typically 3-6 months) for families in need. When families gain stable housing, this provides space for additional families needing immediate assistance. Regular individualized tutoring services, particularly in the areas of math and reading, will strengthen academic skills to improve student outcomes in the classroom.

This initial tutoring services contract will provide consistent, supplemental academic support to students, even when their living situation changes. Students will be provided one-on-one in person tutoring at the shelter for an hour (1) each week. Tutoring will take place for 25 weeks in each of the 2022 - 2023 and 2023 – 2024 school years. When students move out of the shelter, their tutoring will continue with the same tutor when possible in a virtual format. Academic progress will be monitored for all students receiving this specific tutoring throughout the year by the H.E.L.P. Program through the use of a dashboard designed by Region 11 (XI) as part of the ARP II-Homeless Grant Shared Services Agreement.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Tutoring Services for Students Living at the Presbyterian Night Shelter
2. Decline to Approve Purchase of Tutoring Services for Students Living at the Presbyterian Night Shelter
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Tutoring Services for Students Living at the Presbyterian Night Shelter

FUNDING SOURCE: *Additional Details*

Special Revenue 278-32-6299-04R-999-24-547-000000-22F47

COST:

\$124,000

VENDOR:

HeyTutor, Inc.

PURCHASING MECHANISM:

Interlocal Agreement

Bid/Proposal Statistics

Bid Number: 22-018

Number of Bid/Proposals received: 35

HUB Firms: 6

Compliant Bids: 35

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

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

All Grades 1-12 FWISD students living at the Presbyterian Night Shelter.

RATIONALE:

The purchase of these tutoring services will support academic achievement, particularly in math and reading, for a high-risk group of students experiencing homelessness.

INFORMATION SOURCE:

Marcey Sorensen



QUOTE

#859F787-0781

Date

June 15, 2022

Billed to

Ashley Stevenson
Fort Worth Independent School District
ashley.stevenson@fwisd.org

Description	Unit Price	Amount
3,000 Tutoring Hours (2 years)	\$40/Hr.	\$120,000
Additional Costs		\$2,000
	Total:	\$124,000

Services

- Weekly cost breakdown for tutors working 1:1 with students 20 hours per week.
- Tutors will be scheduled Monday-Thursday for 5 hour shifts each day
- Additional costs include printer ink and customized tutor training.

Questions? Contact Patrick McClure, COO, at patrick@heyttutor.com or call 855-781-9042

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: APPROVE PURCHASE OF WORK ORDER AND FACILITY RENTAL
ASSET MANAGEMENT SOFTWARE SERVICES**

BACKGROUND:

District Operations uses a cloud-based asset management system for work orders and facility rentals. The work order system is used for maintenance service requests and tracking, while the facility rental software is used to request and schedule community use of our facilities. The term of service is from October 1, 2022, through June 30, 2023.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Work Order and Facility Rental Asset Management Software Services
2. Decline to Approve Purchase of Work Order and Facility Rental Asset Management Software Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Work Order and Facility Rental Asset Management Software Services

FUNDING SOURCE:

Additional Details

General Fund	199-51-6399-001-999-99-301-000000.....	\$18,492.52
	199-51-6399-001-999-99-451-000000.....	\$38,069.39

COST:

\$56,561.91

VENDOR:

Brightly

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 Omina Partners - Region IV, Contract R210702. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District - Wide

RATIONALE:

The cloud-based system supports workflow to capture requests and track maintenance and facility rental requests.

INFORMATION SOURCE:

Joseph Coburn



August 24, 2022
Fort Worth ISD

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Fort Worth ISD:

Service Term: 9 months (10/01/2022 - 06/30/2023)

Item	Investment
ConnectAuthenticate	\$0.00
MaintenanceEssentials Pro	\$38,069.39
Annual Renewal:	\$38,069.39 USD

*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-309702 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-309702

August 24, 2022, 11:43:37 AM

Accepted by:

Printed Name

Signed Name

Title

Date



August 24, 2022
Fort Worth ISD

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Fort Worth ISD:

Service Term: 9 months (10/01/2022 - 06/30/2023)

Item	Investment
FSDirect	\$13,473.98
CommunityUse	\$5,018.54
Annual Renewal:	\$18,492.52 USD

*Your Omnia Partners (formerly National IPA, formerly TCPN) discount has been applied.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-309695 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-309695

August 24, 2022, 1:39:01 PM

Accepted by:

Printed Name

Signed Name

Title

Date

Facilities Management Software & Solutions

Region 4 ESC - TX

Contract Number: R210702

April 1, 2022 to March 31, 2025

Option to renew for two (2) additional one-year periods through March 31, 2027.

Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)
- [Notice of Material Change - Company Name Brightly Software](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Award Documents](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
 - [RFP Addendum 1](#)
 - [RFP Questions and Answers](#)
 - [Proof of Publication](#)
 - [RFP Request List](#)
 - [RFP Opening Documents](#)
-



**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: **APPROVE PURCHASE OF SOFTWARE LICENSES AND
TRAINING FOR SPECIAL EDUCATION STAFF****

BACKGROUND:

The Special Education Department has purchased various materials for teachers to pull together a curriculum that follows the Texas Essential Knowledge and Skills (TEKS) based on their individual student’s needs. These (2) two programs will allow consistency in what is being taught across the District and will increase the rigor of the lessons. The teacher will have access to materials aligned with the TEKS and the Individualized Education Program (IEP) goals of each student. The program will allow the teacher more time to plan for lessons and differentiation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software Licenses and Training for Special Education Staff
2. Decline to Approve Purchase of Software Licenses and Training for Special Education Staff
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Licenses and Training for Special Education Staff

FUNDING SOURCE:

Additional Details

Special Revenue	224-11-6399-001-514-23-513-000000-23F13.....	\$173,169.45
	224-21-6399-001-999-23-513-000000-23F13.....	\$30,559.32

COST:

\$203,728.77

VENDOR:

N2Y, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 20-040

Number of Bid/Proposals received: 215

HUB Firms: 23

Compliant Bids: 215

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:

Special Education Department

Specialized Classrooms across the District (Early Childhood and Special Education (ECSE) and Reaching Independent through Structured Education (RISE))

RATIONALE:

To increase differentiation and rigor in the specialized classrooms (ECSE and RISE).

INFORMATION SOURCE:

Marcey Sorensen



Quote No.	Opportunity No.	Date
Q-87524	OPP-162042	9/12/2022

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Missy Heady missy.heady@fwisd.org

Bill To	Ship To
Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107	Fort Worth Independent School District 100 North University Suite Northwest 140-E Fort Worth, Texas 76107

Date	Payment Terms	RFP / Contract #	Purchase Order
9/12/2022	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
177	ULS	Unique Learning System®	Renewal	158823	9/6/2022	9/5/2023	\$640.46	\$113,361.42
177	L3S	L ³ Skills™	Renewal	641177	9/6/2022	9/5/2023	\$149.00	\$26,373.00
177	NWS	News2you™	Renewal	158821	9/6/2022	9/5/2023	\$219.65	\$38,878.05
177	SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	125413	9/6/2022	9/5/2023	\$141.90	\$25,116.30

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total \$203,728.77
Sales Tax: \$0.00
Total \$203,728.77

Please Note:

1. This Quote, exclusive of sales tax, is valid for 90 days. Purchase orders or payments via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-87524	OPP-162042	9/12/2022

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-87524** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

n2y Math Manipulative Kits are subject to availability.

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Jake Istnick
Account Executive
jistnick@n2y.com
(419) 433-9800 ext. 1159

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: APPROVE PURCHASE OF A COMPREHENSION WRITING
FRAMEWORK FOR SECONDARY STUDENTS**

BACKGROUND:

The personalized framework is a scaffolded approach to literacy that builds students’ knowledge and vocabulary through critical reading and analysis of content-rich texts. The framework takes on an integrated approach to reading and writing to develop students’ critical thinking skills. Students learn to construct cohesive argumentative, informational, or narrative writing through the process of analyzing grade-level texts and collaboration with peers. The framework provides explicit direct instruction lessons and additional opportunities for enrichment and differentiation, and includes embedded support to meet the needs of all learners. The ThinkCERCA proposals for the 8th grade licenses and benchmarks for 9th and 10th graders were drawn up as two (2) year contracts. The contracts are set to expire at the same time as the original contract with Fort Worth ISD at the end of the 2023 - 2024 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Comprehension Writing Framework for Secondary Students
2. Decline to Approve Purchase of a Comprehension Writing Framework for Secondary Students
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of a Comprehension Writing Framework for Secondary Students

FUNDING SOURCES: *Additional Details*

General Fund	199-11-6399-015-XXX-24-307-000000.....	\$213,312
	199-13-6299-015-XXX-99-307-000000.....	\$10,000

COST:

Year 1 - \$111,656

Year 2 - \$111,656

Total Cost - \$223,312

VENDOR:

ThinkCERCA

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 20-035-A

Number of Bid/Proposals received: 60

HUB Firms: 6

Compliant Bids: 60

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:

E.M. Daggett Middle School	J.P. Elder Middle School	Metro Opportunity High School
The Leadership Academy at Forest Oak Middle School	Kirkpatrick Middle School	William James Middle School
W.P. McLean Middle School	Meadowbrook Middle School	W.A. Meacham Middle School
Morningside Middle School	Riverside Middle School	William Monnig Middle School
Rosemont Middle School	W.C. Stripling Middle School	The Phalen Leadership Academy at J. Martin Jacquet Middle School
Wedgwood Middle School	Leonard Middle School	Jean McClung Middle School
Young Women’s Leadership Academy	Young Men’s Leadership Academy	Benbrook Middle/High School
World Languages Institute	Como Montessori Middle School	Daggett Montessori Middle School
Jo Kelly School	Applied Learning Academy	International Newcomer Academy
Detention Center	Transition Center	Children’s Medical Center

Assessment Center	Boulevard Heights	Juvenile Justice Alternative Education
Bridge Association	Success High School	Willoughby House
Tarrant Youth Recovery		

RATIONALE:

The program offers standards-aligned reading and writing lessons that focus on building student knowledge and academic vocabulary by enhancing students' literacy and language in all content. This approach to literacy is backed by current research and has been proven to be effective in increasing students' vocabulary and comprehension. The multistep, interactive lessons help students work through complex texts and concepts while building upon high-level literacy skills. Students are prepared to engage in all disciplines through the integration of disciplinary texts in the literacy classroom. Ultimately, this ensures all students are college, career, military, and civic readiness upon graduation.

INFORMATION SOURCE:

Marcey Sorensen

**EXHIBIT A
CONTRACTOR QUOTE(S), TERMS AND CONDITIONS, AND/OR
SCOPE OF WORK**

ThinkCERCA Cost Proposal

Exhibit A

Student License & Services Offering:

Student License Pricing Options	Price	Qty	Annual Total
Student Licenses, 8th grade - SY: 2022-2023 ELA	\$15	5500	\$82,500
Student Licenses, 8th grade - SY: 2023-2024 ELA	\$15	5500	\$82,500
Learning Walks - 2 days - SY: 2022-2023			\$5,000
Learning Walks - 2 days - SY: 2023-2022			\$5,000
Total			\$175,000

ThinkCERCA Cost Proposal

Exhibit B

Student Benchmarking Services Offering:

Student License Pricing Options	Price	Qty	Annual Total
Benchmarking x3 per year 2022-2023 School Year	\$12	2013	\$24,156
Benchmarking x3 per year 2023-2024 School Year	\$12	2013	\$24,156
Total			\$48,312

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: **APPROVE PURCHASE OF CERTIFICATION PREPARATION MATERIALS, PRACTICE TESTS, AND EXAM LICENSES**

BACKGROUND:

The Career and Technical Education (CTE) Department provides over fifty certification exams to students in over fifty distinct programs of study. In order to ensure students are prepared for the tests, the CTE Department provides certification preparation material and practice tests ahead of the certification exams. Students enrolled in the Entrepreneurship, Engineering, Architecture, Arts A/V, and Computer Science programs sit for Entrepreneurship and Small Business, Microsoft Office Specialist, Autodesk, Adobe, and IT Specialist certification exams. Funds will be used to purchase the certification materials for these programs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
2. Decline to Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund	199-11-6399-001-001-22-221-000000.....	\$19,003.50
	199-11-6399-001-002-22-221-000000.....	\$24,588.90
	199-11-6399-001-003-22-221-000000.....	\$23,805.90
	199-11-6399-001-004-22-221-000000.....	\$25,346.70
	199-11-6399-001-005-22-221-000000.....	\$23,728.50
	199-11-6399-001-006-22-221-000000.....	\$19,233.90
	199-11-6399-001-008-22-221-000000.....	\$23,805.90
	199-11-6399-001-009-22-221-000000.....	\$28,530.90
	199-11-6399-001-010-22-221-000000.....	\$29,391.30

199-11-6399-001-011-22-221-000000.....	\$35,474.10
199-11-6399-001-014-22-221-000000.....	\$19,233.90
199-11-6399-001-015-22-221-000000.....	\$23,728.50
199-11-6399-001-016-22-221-000000.....	\$23,728.50
199-11-6399-001-071-22-221-000000.....	\$7,095.60
199-11-6399-001-081-22-221-000000.....	\$11,854.80
199-11-6399-001-083-22-221-000000.....	\$11,643.30
199-11-6399-001-084-22-221-000000.....	\$16,870.50
199-11-6399-001-086-22-221-000000.....	\$7,148.70
199-11-6399-001-087-22-221-000000.....	\$5,355.00

COST:

\$379,568.40

VENDOR:

Certiport (dba NCS Pearson, Inc.)

PURCHASING MECHANISM:

Interlocal Agreement

Bid/Proposal Statistics

Bid Number: 15-129

Number of Bid/Proposals received: 203

HUB Firms: 28

Compliant Bids: 203

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:

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

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
R.L. Paschal High School
Trimble Tech High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Benbrook Middle/High School
Young Women's Leadership Academy
Young Men's Leadership Academy
World Languages Institute
TCC South/FWISD Collegiate High School
I.M. Terrell Academy for STEM & VPA

RATIONALE:

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

INFORMATION SOURCE:

David Saenz



A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 8/17/2022
 Expiration This quote is valid until 12/16/2022
 Quote Number 00115045
 Certiport ID 90055229

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Amon Carter-Riverside High School--Fort Worth
 ISD

Ship To Name Amon Carter-Riverside High School--Fort Worth
 ISD

Bill To 100 N University
 Suite NW140-E
 Fort Worth, TX 76107
 USA

Ship To 3301 Yucca
 Fort Worth, TX 76111
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$3,779.10	\$3,779.10
1106575	(LearnKey) ACU 30-Seat/300 User License AutoCAD, Inventor, Revit K12/WFD (GMetrix platform)	1.00	\$1,125.00	\$1,125.00
1104541	(LearnKey) Adobe Pro Site License - 500 User K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1102098	ACU Classroom License with CertPREP Practice Test Site License - K12/WFD (NOAM)	1.00	\$3,369.60	\$3,369.60
1102126	Adobe Pro - Certification and Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,335.20	\$5,335.20
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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

Grand Total \$19,003.50

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115045
Certiport ID 90055229

exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

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

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A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115045
Certiport ID	90055229

Party.

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



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Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00114866
Certiport ID 90041738

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Arlington Heights High School--Fort Worth ISD
Bill To Accounts Payable
100 N. University Drive 140-E
Fort Worth, TX 76107
USA

Ship To Name Arlington Heights High School--Fort Worth ISD
Ship To Arlington Heights High School
4501 West Freeway
Fort Worth, TX 76107
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product details including (CCI) MOS Jasperactive eCourse and CertPREP Site License, (LearnKey) Adobe Pro Site License, etc.

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

Grand Total \$24,588.90

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the

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products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or ~~166~~ said claim.

14. Infringement by Buyer. Intentionally left blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00114866
Certiport ID	90041738

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

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



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Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
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Quote Number 00115049
Certiport ID 90040484

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
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Federal Tax ID Number: 41-0850527

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

april.spencer@pearson.com

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

Ship To Name South Hills High School--Fort Worth ISD
Ship To 6101 McCart
Fort Worth, TX 76123
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product listings with their respective prices and quantities.

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

Grand Total \$23,805.90

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

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Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the



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Quote Number 00115049
Certiport ID 90040484

products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
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Expiration	This quote is valid until 12/16/2022
Quote Number	00115049
Certiport ID	90040484

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Email april.spencer@pearson.com
Phone 972.637.4604
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Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115056
Certiport ID 90041745

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Mailing Address

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

Corporate Address

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USA

Federal Tax ID Number: 41-0850527

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

april.spencer@pearson.com

Bill To Name Diamond Hill-Jarvis High School--Fort Worth ISD
Bill To Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA
Ship To Name Diamond Hill-Jarvis High School--Fort Worth ISD
Ship To 1411 Maydell Street
Fort Worth, TX 76106
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product details including (CCI) MOS Jasperactive eCourse and CertPREP Site License, (LearnKey) ACU Site License, etc.

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

Grand Total \$25,346.70
Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

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

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Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115056
Certiport ID	90041745

Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

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- 3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- 6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- 7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or ~~172~~ said claim.
- 14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of

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Email april.spencer@pearson.com
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Quote Number 00115056
Certiport ID 90041745

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 08/17/2022
Quote Number 00115051
Certiport ID 90041742

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Dunbar High School--Fort Worth ISD
Bill To 100 N University Suite NW 140-E
Fort Worth, TX 76107
USA

Ship To Name Dunbar High School--Fort Worth ISD
Ship To 5700 Ramey Avenue
Fort Worth, TX 76112
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product listings with their respective quantities and prices.

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

Grand Total \$23,728.50

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the



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products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or ~~175~~ said claim.

14. Infringement by Buyer. Intentionally left blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 08/17/2022
Quote Number	00115051
Certiport ID	90041742

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

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00114861
Certiport ID 90041743

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

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

Ship To Name Eastern Hills High School--Fort Worth ISD
Ship To 5701 Shelton St.
Fort Worth, TX 76112
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (CCI) MOS Jasperactive eCourse and CertPREP Site License, (LearnKey) Adobe Pro Site License, etc.

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

Grand Total \$19,233.90

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

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and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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Quote Number	00114861
Certiport ID	90041743

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Lehi, UT 84043
USA

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

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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product listings with their respective quantities and prices.

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Grand Total \$23,805.90

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115052
Certiport ID 90041740

products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or ~~181~~ said claim.

14. Infringement by Buyer. Intentionally left blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115052
Certiport ID	90041740

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

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 8/17/2022
 Expiration This quote is valid until 12/16/2022
 Quote Number 00115058
 Certiport ID 90041741

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

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

Ship To Name Polytechnic High School--Fort Worth ISD
 Ship To Polytechnic High School
 1300 Conner Avenue
 Fort Worth, TX 76105
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$3,779.10	\$3,779.10
1106575	(LearnKey) ACU 30-Seat/300 User License AutoCAD, Inventor, Revit K12/WFD (GMetrix platform)	1.00	\$1,125.00	\$1,125.00
1104541	(LearnKey) Adobe Pro Site License - 500 User K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1105286	(LearnKey) ESB and D4D Courseware, 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1105294	(LearnKey) Intuit Courseware Site License - 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1102098	ACU Classroom License with CertPREP Practice Test Site License - K12/WFD (NOAM)	1.00	\$3,369.60	\$3,369.60
1102126	Adobe Pro - Certification and Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,335.20	\$5,335.20
1105108	ESB Site License Bundle: Exams, Practice Tests, Mindset Index, and Educator Resource Guide K12/WFD	1.00	\$3,105.00	\$3,105.00
1105095	Intuit Certifications License with CertPREP Practice Tests - K12	1.00	\$3,182.40	\$3,182.40
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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

Grand Total \$28,530.90

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

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

**183
Terms and Conditions of Sale**

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

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115058
Certiport ID	90041741

Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement.

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

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

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



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115058
Certiport ID	90041741

authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

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

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

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A PEARSON VUE BUSINESS

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 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 8/17/2022
 Expiration This quote is valid until 12/16/2022
 Quote Number 00114871
 Certiport ID 90040482

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

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

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

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$3,779.10	\$3,779.10
1104541	(LearnKey) Adobe Pro Site License - 500 User K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1105286	(LearnKey) ESB and D4D Courseware, 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1105294	(LearnKey) Intuit Courseware Site License - 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1107358	(LearnKey) IT Specialist ecourse 500-User Site License K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1102126	Adobe Pro - Certification and Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,335.20	\$5,335.20
1105108	ESB Site License Bundle: Exams, Practice Tests, Mindset Index, and Educator Resource Guide K12/WFD	1.00	\$3,105.00	\$3,105.00
1105095	Intuit Certifications License with CertPREP Practice Tests - K12	1.00	\$3,182.40	\$3,182.40
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,330.00	\$3,330.00
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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Grand Total \$29,391.30

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

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Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00114871
Certiport ID	90040482

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by ~~187~~ to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00114871
Certiport ID	90040482

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

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

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 8/17/2022
 Expiration This quote is valid until 12/16/2022
 Quote Number 00115057
 Certiport ID 90007435

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

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

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

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$3,779.10	\$3,779.10
1106448	(LearnKey) ACU Site License AutoCAD, Inventor, Revit K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1104541	(LearnKey) Adobe Pro Site License - 500 User K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1105286	(LearnKey) ESB and D4D Courseware, 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1105294	(LearnKey) Intuit Courseware Site License - 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1107358	(LearnKey) IT Specialist ecourse 500-User Site License K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1102103	ACU Campus License with Site License Practice Test - K12 (NOAM)	1.00	\$4,492.80	\$4,492.80
1102126	Adobe Pro - Certification and Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,335.20	\$5,335.20
1105108	ESB Site License Bundle: Exams, Practice Tests, Mindset Index, and Educator Resource Guide K12/WFD	1.00	\$3,105.00	\$3,105.00
1105095	Intuit Certifications License with CertPREP Practice Tests - K12	1.00	\$3,182.40	\$3,182.40
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,300.00	\$3,300.00
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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

Grand Total \$35,474.10

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

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

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115057
Certiport ID	90007435

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

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

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115057
Certiport ID	90007435

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

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

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

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115046
Certiport ID 90041744

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Southwest High School--Fort Worth ISD
Bill To Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76133
USA

Ship To Name Southwest High School--Fort Worth ISD
Ship To 4100 Altamesa Blvd.
Fort Worth, TX 76133
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (CCI) MOS Jasperactive eCourse and CertPREP Site License, (LearnKey) Adobe Pro Site License, etc.

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

Grand Total \$19,233.90

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115046
Certiport ID	90041744

and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

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

14. Infringement by Buyer. Intentionally left blank.

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



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115046
Certiport ID	90041744

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/18/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115086
Certiport ID 90041737

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Western Hills High School--Fort Worth ISD
Bill To Accounts Payable Dept
100 N. Univ, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

Ship To Name Western Hills High School--Fort Worth ISD
Ship To Western Hill High School
3600 Boston Ave.
Fort Worth, TX 76116
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product details including (CCI) MOS Jasperactive eCourse and CertPREP Site License, (LearnKey) ACU 30-Seat/300 User License, etc.

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

Grand Total \$23,728.50
Grand Total does not include applicable taxes which may be charged.

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Terms and Conditions of Sale

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1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/18/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115086
Certiport ID	90041737

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

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, ~~196~~ or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Intentionally left blank.



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/18/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115086
Certiport ID 90041737

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

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115047
Certiport ID 90048739

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

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

Ship To Name O.D. Wyatt High School--Fort Worth ISD
Ship To O.D. Wyatt High School--Fort Worth ISD
2400 E. Seminary Dr.
Fort Worth, TX 76119
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Contains 8 rows of product listings with their respective quantities and prices.

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

Grand Total \$23,728.50
Grand Total does not include applicable taxes which may be charged.

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115047
Certiport ID	90048739

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

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, ~~199~~ or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Intentionally left blank.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115047
Certiport ID	90048739

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

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Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115048
Certiport ID 90080660

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Benbrook Middle High School--Fort Worth ISD
Bill To Accounts Payable Department
100 N University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

Ship To Name Benbrook Middle High School--Fort Worth ISD
Ship To 201 Overcrest Drive
Benbrook, TX 76126
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include LearnKey ACU 30-Seat/300 User License, LearnKey ESB and D4D Courseware, ACU Classroom License, and ESB Exam Voucher.

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

Grand Total \$7,095.60

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

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Terms and Conditions of Sale

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



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115048
Certiport ID	90080660

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

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

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

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

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

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

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

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16. **General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles,



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115048
Certiport ID	90080660

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/17/2022
Expiration This quote is valid until 12/16/2022
Quote Number 00115059
Certiport ID 90055230

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Young Women's Leadership Academy--Fort Worth ISD

Ship To Name Young Women's Leadership Academy--Fort Worth ISD

Bill To 100 N University
Suit NW140-E
Fort Worth, TX 76107
USA

Ship To 1066 W. Magnolia Avenue
Fort Worth, TX 76104
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include LearnKey ACU 30-Seat/300 User License, LearnKey Adobe Pro Site License, ACU Classroom License, and Adobe Pro - Certification and Practice Test License Bundle.

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

Grand Total \$11,854.80

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00115059
Certiport ID	90055230

may cancel this order without penalty.

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

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

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

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

14. Infringement by Buyer. Intentionally left blank.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of a 205h delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. If an extension is not reasonable, this Agreement may be terminated by either Party.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this



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Quote Number 00115059
Certiport ID 90055230

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



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Quote Number 00115055
Certiport ID 90075521

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name Young Men's Leadership Academy--Fort Worth
ISD

Ship To Name Young Men's Leadership Academy--Fort Worth
ISD

Bill To 5100 Willie St
Fort Worth, TX 76105
USA

Ship To 5100 Willie St
Fort Worth, TX 76105
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include CCI MOS Jasperactive eCourse, (LearnKey) ACU 30-Seat/300 User License, ACU Classroom License, and MOS License - US K-12.

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

Grand Total \$11,643.30

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

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

Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. If 208tension is not reasonable, this Agreement may be terminated by either Party.

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A PEARSON VUE BUSINESS

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Phone 972.637.4604
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Quote Number 00115055
Certiport ID 90075521

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



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 Quote Number 00115043
 Certiport ID 90080661

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
 Bloomington, MN 55437
 USA

Federal Tax ID Number: 41-0850527

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

april.spencer@pearson.com

Bill To Name World Languages Institute--Fort Worth ISD
 Bill To Accounts Payable Department
 100 N University, Suite NW 140-E
 Fort Worth, TX 76112
 USA

Ship To Name World Languages Institute--Fort Worth ISD
 Ship To 4921 Benbrook Hwy
 Fort Worth, TX 76116
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$3,779.10	\$3,779.10
1105286	(LearnKey) ESB and D4D Courseware, 500 user K12/WFD (GMetrix platform)	1.00	\$1,620.00	\$1,620.00
1107358	(LearnKey) IT Specialist ecourse 500-User Site License K12/WFD (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	28.00	\$98.10	\$2,746.80
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,330.00	\$3,330.00
1101634	MOS License - US K-12	1.00	\$3,369.60	\$3,369.60

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

Grand Total \$16,870.50

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

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

Terms and Conditions of Sale

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

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

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

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Quote Number 00114876
Certiport ID 90077195

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

Mailing Address

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

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

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

april.spencer@pearson.com

Bill To Name TCC South FWISD Collegiate High School--Fort Worth ISD

Ship To Name TCC South FWISD Collegiate High School--Fort Worth ISD

Bill To 5301 Campus Dr.
Fort Worth, TX 76119
USA

Ship To 5301 Campus Dr.
Fort Worth, TX 76119
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include (CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD and MOS License - US K-12.

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

Grand Total \$7,148.70

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

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

Terms and Conditions of Sale

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

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

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

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

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00114876
Certiport ID	90077195

waives any rights of setoff.

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

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

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

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

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

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

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

11. Buyer Specifications Indemnity. Intentionally left blank.

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

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

14. Infringement by Buyer. Intentionally left blank.

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

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and ~~214~~ enforced in accordance with the internal laws of the State of Texas without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Texas, Tarrant County, unless otherwise required by law. If a provision of this Section



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	8/17/2022
Expiration	This quote is valid until 12/16/2022
Quote Number	00114876
Certiport ID	90077195

is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 8/17/2022
 Expiration This quote is valid until 12/16/2022
 Quote Number 00114867
 Certiport ID 90082564

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Bill To Name I.M. Terrell Academy For STEM and VPA--Fort Worth ISD

Ship To Name I.M. Terrell Academy For STEM and VPA--Fort Worth ISD

Bill To 1900 IM Terrell Way
 Fort Worth, TX 76102
 USA

Ship To 1900 IM Terrell Way
 Fort Worth, TX 76102
 USA

Product ID	Product	Quantity	Sales Price	Total Price
1107353	(LearnKey) IT Specialist ecourse 30 Seat/300 User License HED (GMetrix Platform)	1.00	\$2,025.00	\$2,025.00
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,330.00	\$3,330.00

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Grand Total \$5,355.00

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

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

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

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CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE PURCHASE OF SECURITY BLINDS FOR ARLINGTON HEIGHTS HIGH SCHOOL**

BACKGROUND:

The purchase and installation of security blinds in the new glass classroom additions at Arlington Heights High School is a pressing need. While aesthetically pleasing and conducive to learning, the all-glass classroom walls pose a safety concern when the school is in a lockdown posture as a result of a threat of violence on campus. The Texas School Safety Center publishes the Standard Response Protocol (SRP) for security threats in Texas schools. In the lockdown posture, the SRP protocol dictates classroom doors are locked, windows are covered, lights are out, and students are out of sight of the door or windows. The new addition classrooms need these security blinds to ensure that we can create a safe environment for students and staff in a lockdown situation.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Security Blinds for Arlington Heights High School
2. Decline to Approve Purchase of Security Blinds for Arlington Heights High School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Security Blind for Arlington Heights High School

FUNDING SOURCE: *Additional Details*

TRE 198-52-6299-001-002-99-390-000000

COST:

Not-to-Exceed - \$76,163.57

VENDOR:

Grainger

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 Omina Partners - Region IV Contract R192002 . 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:

Safety and Security
Arlington Heights High School

RATIONALE:

Purchasing and installing security blinds at Arlington Heights High School will create a safe environment for students and staff during lockdown situations.

INFORMATION SOURCE:

Karen Molinar



Customer Quotation.

Ship To:	Information
FORT WORTH ISD REGION 4 R192002	Grainger Quote Number 2051783199
Attn: DANIEL GARCIS	Print Date 08/24/2022
4501 WEST FWY	Customer Account 855507596
FORT WORTH, TX 76107-5604	Department Number
US	Contact Name
Shipper Account:	Contact Phone
	Contact Fax
	Contact Email
	Customer PO large bid quote
	Customer Job Name

eQuote Information:

Comments: One or more items may be non-cancelable /non-returnable. Please see item notes below.
 This is for ARLINGTON HEIGHTS HIGH SCHOOL.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	32NEZY Mfr Brand Name SAN PEDRO BLINDS Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/30/2022 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.	17X24	30	23	EA	358.66	8,249.18
20	32N AND 32SEZY Mfr Brand Name SAN PEDRO BLINDS Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/30/2022 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.	25X36	30	52	EA	427.99	22,255.48

Thank You!

WW GRAINGER INC
 FOUNTAIN INN DC
 101 SOUTHCHASE BLVD
 FOUNTAIN INN SC 29644-9019



Customer Quotation.

Information	
Grainger Quote Number	2051783199
Print Date	08/24/2022
Customer Account	855507596
Page	2 / 3

30	37X48	30	6	EA	561.32	3,367.92
32N AND 32SEZY Mfr Brand Name SAN PEDRO BLINDS Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/30/2022 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.						
40	49X72	30	9	EA	766.65	6,899.85
38NEZY Mfr Brand Name SAN PEDRO BLINDS Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/30/2022 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.						
50	73X100	30	29	EA	949.31	27,529.99
32N AND 32SEZY Mfr Brand Name SAN PEDRO BLINDS Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 09/30/2022 Taxable: NO						

Thank You!

WW GRAINGER INC
FOUNTAIN INN DC
101 SOUTHCHASE BLVD
FOUNTAIN INN SC 29644-9019

800-Grainger
 www.grainger.com
 222



Customer Quotation.

Information	
Grainger Quote Number	2051783199
Print Date	08/24/2022
Customer Account	855507596
Page	3 / 3

Notes: Product is Non-Cancelable/Non-Returnable.

60		CORNER	30	11	EA	714.65	7,861.15
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CORNER SIDE CHANNEL

Mfr Brand Name SAN PEDRO BLINDS

Customer Part No.:

Carrier: 22327 - FDX GROUND

Cost expiration date: 09/30/2022

Taxable: NO

Notes: Product is Non-Cancelable/Non-Returnable.

Total Sell Price in USD 76,163.57

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. RETURN POLICY: Sourced Product is subject to the manufacturer's return policy and may not be returnable. Please contact Grainger at Customer Care at 1-800-GRAINGER (472-4643) to verify whether your Sourced Product item(s) can be returned. A restocking fee and other charges may apply. Returned Sourced Product must be in new/unused and in original packaging. Customer is responsible for return shipping costs for Sourced Products No cancellations, refunds or credits are allowed for items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable".

Thank You!

WW GRAINGER INC
 FOUNTAIN INN DC
 101 SOUTHCHASE BLVD
 FOUNTAIN INN SC 29644-9019

800-Grainger
 www.grainger.com
 223

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL EDUCATION ENGRAVING LAB EQUIPMENT FOR ENGINEERING AND ROBOTICS**

BACKGROUND:

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

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Career and Technical Education Engraving Lab Equipment for Engineering and Robotics
2. Decline to Approve Purchase of Career and Technical Education Engraving Lab Equipment for Engineering and Robotics
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

CIP 2017 673-81-6639-CTE-083-99-000-000000-

COST:

\$60,000

VENDOR:

Trotec Laser, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 21-071-C

Number of Bid/Proposals received: 27

HUB Firms: 2

Compliant Bids: 22

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:

Young Men's Leadership Academy

RATIONALE:

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

INFORMATION SOURCE:

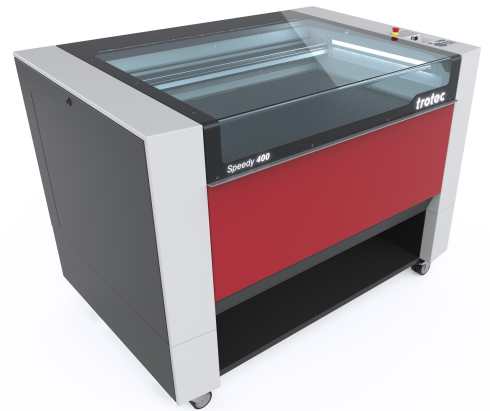
David Saenz

Speedy 400 Quotation

Trotec Laser, Inc. 44747 Helm Ct. Plymouth, MI 48170 Tel: 866-226-8505 Fax: 734-927-6323 Email: sales@troteclaser.com	Your Trotec Contact: Chris Cudmore 637 107 th St Arlington TX 76011 Tel: 817-771-4100 Email: Chris.cudmore@troteclaser.com	Quote Number:	CC9822-6
		Quote Date:	09/08/2022
		Valid Until:	9/30/2022
		Std. Payment Terms:	25% with order, 75% prior to shipment
		Delivery:	Currently: Approx 6 Weeks TBD at time of order

Company	FWISD	Contact:	Stephanie Tennyson
Address	1050 Bridgewood Dr Suite 118	Tel:	817-814-1530
City, State, Zip	Fort Worth, TX 76112	E-Mail:	Stephanie.tennyson@fwisd.org

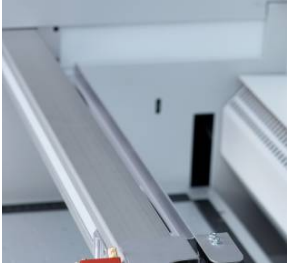

Feature	Speedy 400
Engraving Area	40" x 24"
Maximum Raster Speed	170"/sec
Positional Accuracy	5µm/per inch of travel
Repeatability	+/- 0.0006"
Laser Source	120 Watts
Standard Focal Length Lens	2.0"
Max. Part Height	12" (Based on Configuration)
In-Pack Technology	Standard
Gantry Motor Type (with encoder)	<u>Brushless</u> Servo Motors
Auto Focus	Standard
Red Dot Pointer	Standard
Air Assist Plumbing	Standard
Harsh Environment Kit	Included
Print Software	JobControl X
Fully enclosed chassis with double safety interlock system laser safety class 2, CE compliant maintenance-free	





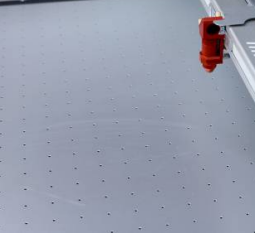



Your Laser System – Our Offer

Description	Qty	Price	Quantity Price
Trotec Speedy 400 120 Watt <ul style="list-style-type: none"> • Autofocus • Laser pointer • Air Assist (w/integrated Air Pump) • Floor Stand • Harsh Environment Protection Kit • Run On Ruby • InPack Technology Protection Package • Warranty 24 months (subject to warranty conditions) 	1	\$53,900.00	\$53,900.00
Optional Items:	Qty	Price	Extended Price
Standard Engraving Table			
Vacuum Table			
Black Cutting Grid	1	Included	Included
Cutting Table (Lamellas)			
Honeycomb Table for Vacuum Table			
White Plastic Cutting Grid			
Air Assist Pump	1	Included	Included
Gas Kit incl. air filter unit			
Pass-Through (machine become class IV)	1	Included	Included
Sonar Auto Focus	1	Included	Included
Rotary Attachment – Cones	1	\$1,990.00	\$1,900.00
Trotec Design and Position – Lid Camera	1	\$2,900.00	\$2,900.00
Sub Total			\$58,700.00
Delivery (EXW Plymouth, MI w/TLI Shipper)			\$1,300.00
Installation & Training			Included
Sale Amount (not including any applicable taxes)			\$60,000.00
<p>Notes: Buyer is to furnish a Microsoft Windows computer with USB port and a graphic software. "CoreIDRAW", "Nice-Label", "EngraveLab", "Adobe Illustrator", or "BarTender" software or similar fulfills this requirement.</p> <p>THE INFORMATION IN THIS QUOTATION IS CONFIDENTIAL AND SHOULD NOT BE PUBLISHED OR SHARED WITH ANY OUTSIDE PARTIES.</p>			

Speedy 400 – Standard Features

	<p>Auto Focus</p> <p>Electro-optical auto focus with light barriers. Simple setup due to automatic and proper focusing of the laser beam on the work piece surface.</p>
	<p>Harsh Environment Protection Kit</p> <p>Offers additional protection and is recommended for contaminant-intensive operations such as rubber stamp or wood manufacturing.</p>
	<p>Air Assist (Not including integrated air pump)</p> <p>Prevents combustion of flammable materials, helps to direct debris and fumes towards the exhaust vents and protects the lens. By adding our integrated air assist pump, you can control the air assist feature through JobControl.</p>
	<p>Lenses</p> <p>Different applications require different lenses to obtain the best possible result. The Speedy 400 comes standard with 1 lens and can be equipped with lenses of 1.5, 2.0, 2.5 or 4.0 inch focal lengths.</p>

Speedy 400 – Optional Features

	<p>Pass-Through</p> <p>This feature makes it possible to process very long and bulky parts. With the pass-through feature, the Speedy 400 becomes a Laser Safety Class 4 device.</p>
	<p>Rotary Attachment</p> <p>Our plug & play rotary attachment permits engraving of cylindrical, conical, or spherical objects such as glassware, trophies, mugs or bottles.</p>
	<p>Vacuum Table</p> <p>Produces a slight vacuum and prevents slipping or shifting of light weight materials such as foils, veneer or paper. Reduces handling tasks through mechanical fixing (e.g. with adhesive tape) and improves cutting results.</p>
	<p>Black Aluminum Cutting Grid</p> <p>This table insert is used for cutting, as it minimizes burning and melting on the back of the material by reducing reflection of the beam from the table. Air and smoke are drawn through the honeycombs and helps keep the laser system cleaner.</p>
	<p>Cutting Table System With Cross-Flow Ventilation</p> <p>With the cutting table system the Speedy 400 is configured to process thicker materials. An integrated jet strip generates cross flow ventilation under the material, removing the dust, fumes and other debris generated by the lasing process.</p>
	<p>JobControl® Vision System</p> <p>Extremely precise registration mark recording and cutting-path compensation system. With the aid of registration marks, it recognizes distortions in printed materials and adjusts the cut path. This is indispensable in the printing industry, for manufactures of plastic foil keyboards, or in the processing of some acrylic items.</p>

Speedy 400 – Applications

Materials that can be processed with the **Speedy 400**:

Material	Engraving	Cutting	Marking
Acrylics	○	○	
Coated metals			○
Delrin	○	○	
Stainless steel			○
Anodized aluminum			○
Veneer	○	○	
Textiles	○	○	
Glass	○		
Wood	○	○	
Laser rubber	○	○	
Ceramics	○		○
Cork	○		
Plastics	○	○	
Leather	○	○	
MDF	○	○	
Microporous rubber	○	○	
Paper	○	○	
Polyester	○	○	
Stone	○		

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE INTERIM ASSESSMENTS FOR CAREER AND TECHNICAL EDUCATION**

BACKGROUND:

Fort Worth Independent School District is committed to preparing students for college and career readiness in their chosen Career and Technical Education field of study. This program will provide yearly, objective interim assessments to students enrolled in selected Career and Technical Education courses. This will also provide District, campus, course, and student data that will allow campus and District personnel to evaluate student progress and guide instructional planning.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interim Assessments for Career and Technical Education
2. Decline to Approve Interim Assessments for Career and Technical Education
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interim Assessments for Career and Technical Education

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-21-6399-TST-999-24-950-000417-22F32

COST:

\$138,600

VENDOR:

YouScience, LLC

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 22-112

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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

Purchasing Support Documents Needed:

Price Quote and Bid Summary

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

Campuses with Career and Technical Education and 6th Grade Technology Applications courses:

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
Benbrook Middle/High School
Young Women’s Leadership Academy
Texas Academy of Biomedical Sciences
Young Men’s Leadership Academy
World Language Institute
TCC South – FWISD Collegiate
I.M. Terrell Academy for STEM & VP
Daggett Middle School
J.P. Elder Middle School

*The Leadership Academy at Forest Oak Middle School
William James Middle School
Kirkpatrick Middle School
McLean Middle School
Meacham Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Riverside Middle School
Rosemont Middle School
Stripling Middle School
*The Phalen Leadership Academy J. Jacquet Middle School
Wedgwood Middle School
Leonard Middle School
International Newcomer Academy
McClung Middle School
Wedgwood 6th Grade School
*The Leadership Academy at Forest Oak 6th Grade School
McLean 6th Grade School
Daggett Montessori

*(*Denotes Leadership Academy and Phalen Leadership Academy Schools.)*

RATIONALE:

The primary purpose of including interim assessments in Career and Technical Education and Technology Applications courses is to measure student growth in learning. Interim assessments will also help teachers gauge instruction based on student data results as well as help the department evaluate course content and curriculum.

INFORMATION SOURCE:

David Saenz



Fort Worth ISD - YouScience Quote (HS)

Quote created on August 18, 2022 - Reference: 20220818-095509091

Fort Worth Independent School District (edb6)
5100 El Campo
Fort Worth, TX 76107
United States

Vanessa Ritenour
CTE Coordinator
vanessa.ritenour@fwisd.org
817.814.1800

Daphne Rickard
Career And Technical Education Director
daphne.rickard@fwisd.org
(817) 815-2000

Products & Services

Certification Site License: Career Skills Certification Site License

20 x ~~\$4,950.00~~

High school site license includes unlimited admins, teachers and students.

10% discount **\$89,100.00**

*Unlimited access to full exam library (including 21st Century Skills Suite)

*Unlimited testing (pre/post/benchmark/retakes)

*Access to analytic tools and admin dashboard

One-time discount	\$9,900.00
One-time subtotal	\$89,100.00
Total	\$89,100.00

This quote expires on September 30, 2022.

Purchase Terms

Unlimited use site license for the following high schools:

- Carter Riverside HS
- Arlington Heights HS
- South Hills HS
- Western Hills HS
- Diamond-Hill Jarvis HS
- Dunbar HS
- Eastern Hills HS
- North Side HS
- Polytechnic HS
- RL Paschal HS
- Green B Trimble Technical HS
- Southwest HS
- Oscar Dean Wyatt HS
- Benbrook MHS
- YWLA MHS
- YMLA MHS
- Texas Academy of Biomedical Science
- WLI HS
- TCCS FW Collegiate HS
- IM Terrell Academy for STEM & VPA

Questions? Contact me



Adam Pace

Regional Director

adam.pace@youscience.com



YouScience

751 Quality Drive, Suite 200

American Fork, UT 84003

US



Fort Worth ISD - YouScience Quote (MS)

Quote created on August 18, 2022 - Reference: 20220818-100617813

Fort Worth Independent School District (edb6)
5100 El Campo
Fort Worth, TX 76107
United States

Vanessa Ritenour
CTE Coordinator
vanessa.ritenour@fwisd.org
817.814.1800

Daphne Rickard
Career And Technical Education Director
daphne.rickard@fwisd.org
(817) 815-2000

Products & Services

Certification Site License: Career Skills Certification Site License (Middle School)

22 x ~~\$2,500.00~~

10% discount **\$49,500.00**

- Middle school site license includes unlimited admins, teachers and students
- *Unlimited access to full exam library (including 21st Century Skills Suite)
- *Unlimited testing (pre/post/benchmark/retakes)
- *Access to analytic tools and admin dashboard
- *License expires 12 months (365 days) from date of purchase

One-time discount	\$5,500.00
One-time subtotal	\$49,500.00
Total	\$49,500.00

This quote expires on October 31, 2022.

Purchase Terms

Unlimited use site license for the following middle schools:

- EM Daggett MS
- JP Elder MS
- Forest Oak MS
- William James MS
- Kirkpatrick MS
- WP McLean MS
- WA Meacham MS
- Meadowbrook MS
- William Monnig MS
- Morning side MS
- Riverside MS
- Rosemont MS
- WC Stripling MS
- J Martin Jacquet MS
- Wedgewood MS
- Leonard MS
- International Newcomer's Academy
- Jean McClung MS
- Wedgewood 6th MS
- Glencrest 6th MS
- WP McLean 6th Grade MS
- Daggett Montessori

Questions? Contact me



Adam Pace

Regional Director

adam.pace@youscience.com



YouScience

751 Quality Drive, Suite 200

American Fork, UT 84003

US

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE PROGRAM MANAGER FOR THE NEW CENTRAL ADMINISTRATION BUILDING**

BACKGROUND:

The Request for Proposal (RFP) 23-008 was issued on July 20, 2022, to request solicitations for a program manager to continue to provide program management services for the new central administration building to be located at 7060 Camp Bowie Boulevard. The respondent will be overseeing the new central administration building to include the coordination of the movement of personnel, furniture, fixture and equipment (FF&E), technology and other District property, coordinating the renovation/remodel of certain facilities that the District will be moving into, and overseeing any architects, contractors and subcontractors assigned to the project. The period of performance for these services is from October 1, 2022, through September 30, 2023. The District received three (3) respondents and selected Elsie Schiro from this group. Given that Ms. Schiro has been overseeing the project since the inception, the transition should be seamless.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Program Manager Contract for the New Central Administration Building
2. Decline to Approve Program Manager Contract for the New Central Administration Building
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Program Manager Contract for the New Central Administration Building

FUNDING SOURCE: *Additional Details*

Real Estate Sale Proceeds Fund 652-41-6291-001-750-99-405-000000

COST:

Not-to-Exceed - \$65,000

VENDOR:

Elsie I. Schiro

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 23-008

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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

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

Deputy Superintendent
Chief Financial Officer

RATIONALE:

The selected Program Manager for the District will assist in the process of finalizing multiple departmental moves to new locations—the last being moving out of the North University (NU) Facility. In addition to services required to move out of this facility, this Program Manager is also needed to coordinate and facilitate the remodel and/or renovation of the new administration building to be located at 7060 Camp Bowie Boulevard. Due to the magnitude of the work to move personnel and contents out of the NU Facility to new locations, to assist in ensuring that the new administration building and other locations are ready on time for move in, the continued services of the Program Manager is needed to oversee the different disciplines required for a smooth transition and to provide the most efficient move out/move in plans, without the disruption of District operations and essential services.

INFORMATION SOURCE:

Karen Molinar

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE ANNUAL MAINTENANCE RENEWAL FOR THE DISTRICT’S ENTERPRISE RESOURCES PLANNING SYSTEM FOR THE 2022 – 2023 SCHOOL YEAR**

BACKGROUND:

The annual maintenance of the District’s Enterprise Resource Planning (ERP) solution is due for renewal on September 30, 2022. The renewal is for the modules that will be used in the 2022 - 2023 school year; includes maintenance and support.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2022 - 2023 School Year
2. Decline to Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Annual Maintenance Renewal for the District's Enterprise Resource Planning System for the 2022 - 2023

FUNDING SOURCE:

Additional Details

General Fund	199-53-6249-802-999-99-423-000000.....	\$579,742.09
	199-53-6299-001-750-99-431-000000.....	\$19,707.66

COST:

\$599,449.75

VENDOR:

Tyler Technologies

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 210101. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District - Wide

RATIONALE:

Approval of this item will allow the District to continue receiving support and maintenance for the ERP system during the 2022 - 2023 school year.

INFORMATION SOURCE:

Marlon Shears



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Company	Order No.	Date	Page
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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: Fort Worth Independent School District
 Attn: Accounts Payable
 100 North University Drive - Suite 140E
 Fort Worth , TX 76107
 United States

Ship To: Fort Worth Independent School District
 Attn: Accounts Payable
 100 North University Drive - Suite 140E
 Fort Worth , TX 76107
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: MUNIS							
1 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	90,878.88	.00	90,878.88
2 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	20,849.61	.00	20,849.61
3 Renewal: SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	9,801.62	.00	9,801.62
4 Renewal: SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	26,235.04	.00	26,235.04
5 Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	10,158.00	.00	10,158.00
6 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE EXPENSE REIMBURSEMENT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	8,553.31	.00	8,553.31
7 Renewal: SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	18,532.16	.00	18,532.16
8 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	22,808.81	.00	22,808.81
9 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	9,801.62	.00	9,801.62



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 Dallas, TX 75320-3556

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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Company	Order No.	Date	Page
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No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	22,808.81	.00	22,808.81
11 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	22,808.81	.00	22,808.81
12 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	15,681.06	.00	15,681.06
13 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	58,803.96	.00	58,803.96
14 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	14,255.50	.00	14,255.50
15 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	23,521.60	.00	23,521.60
16 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	16,465.49	.00	16,465.49
17 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	18,532.16	.00	18,532.16
18 Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	7,840.54	.00	7,840.54
19 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	16,465.49	.00	16,465.49
20 Renewal: SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	27,441.78	.00	27,441.78



Remittance
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 P.O. Box 203556
 Dallas, TX 75320-3556

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Tyler Technologies - ERP & Schools
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 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
21 Renewal: TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months :	No	1	1	EA	5,939.80	.00	5,939.80
22 Renewal: GUI UNLIMITED LICENSE SUPPORT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months :	No	1	1	EA	13,650.00	.00	13,650.00
23 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	23,089.59	.00	23,089.59
24 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
25 Renewal: SUPPORT & UPDATE LICENSING - ePROCUREMENT Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	10,613.56	.00	10,613.56
26 Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	30,000.00	.00	30,000.00
27 Renewal: TRANSPARENCY PORTAL Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months	No	1	1	EA	19,707.66	.00	19,707.66

Does not include any applicable taxes

Order Total: 595,244.86

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

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Questions

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Company	Order No.	Date	Page
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To: Fort Worth Independent School District
 Attn: Accounts Payable
 100 North University Drive - Suite 140E
 Fort Worth , TX 76107
 United States

Ship To: Fort Worth Independent School District
 Attn: Accounts Payable
 100 North University Drive - Suite 140E
 Fort Worth , TX 76107
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 2668		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: VersaTrans							
1 Renewal: VersaTrans TripTracker Extended Support Maintenance Plan: ; Start: 10/01/2022, End: 09/30/2023; Term: 12 months :	No	1	1	EA	4,204.89	.00	4,204.89

Does not include any applicable taxes

Order Total: **4,204.89**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Printed 11 August 2022

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Tyler Technologies Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	PO Box 203556	NAME Charlie Martin
CITY	Dallas	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75320	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y HUB: Y

SERVING STATES

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Overview

With more than 15,000 clients, Tyler Technologies is the largest provider of software and services for the public sector. Tyler provides end-to-end software and services to help state and local government and schools be more effective, efficient and responsive to the people they serve. Because of our singular mission and decades of industry experience, we have a unique understanding of and expertise in all aspects of the public sector and interact with more than 11,000 jurisdictions and agencies. Tyler solutions empower local and county governments, schools and other public sector entities to better serve citizens. We provide the industry's broadest line of software products, and offer clients a single source for all their information and technology needs in several major areas: Financial and Human Resources, K-12 School solutions, Courts & Justice, Appraisal and Tax, Record & Document Management, Citizen Services, Planning, Permitting & Licensing and Public Safety.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210101	Technology Solutions, Products and Services	05/31/2026	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210101

Ehren Morse	Sales Operations	(800) 772-2260	ehren.morse@tylertech.com
Amanda Andreine	Sales Operations	(800) 433-5530	amanda.andreine@tylertech.com

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: 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

BACKGROUND:

Fort Worth Independent School District and the City of Benbrook are entering into a Memorandum of Understanding (MOU) for the services of three (3) police officers participating in the School Security Initiative at Western Hills High School, Benbrook Middle/High School, Benbrook Elementary School and Westpark Elementary School. The annual contract period is from September 1, 2022, through August 31, 2023.

The initiative is a multi-faceted cooperative program between Fort Worth ISD and Benbrook Police Department to provide a safe and secure environment for education. District will pay 50% of all personnel costs.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

General Fund 199-52-6299-001-999-99-390-000000

COST:

Not-to-Exceed - \$188,316

VENDOR:

City of Benbrook

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

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

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

Safety and Security
Western Hills High School
Benbrook Middle/High School
Benbrook Elementary
Westpark Elementary

RATIONALE:

Fort Worth ISD is partnering with the City of Benbrook to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Benbrook and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar

MEMORANDUM OF UNDERSTANDING

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Benbrook, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Andy Wayman, its duly authorized City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as "District,") acting by and through Karen Molinar, its duly authorized Superintendent.

RECITALS

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 and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook have determined that the security of students is paramount; and

WHEREAS, the citizens of Fort Worth and the City Council of Benbrook agree that the City will incur additional costs in providing School Resource Officers for law enforcement purposes, and the District agrees to defray those costs as provided herein; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Benbrook Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1.

The board of trustees of the school district shall determine the law enforcement duties of School Resource Officers, which must be included in the District improvement plan, the District student code of conduct, and any other campus or district document describing the role of School Resource Officers in the District, attached here as Exhibit A, and incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, School Resource Officers shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of District shall coordinate with District campus behavior coordinators and other District

employees to ensure that School Resource Officers provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, School Resource Officers may be requires to employ aversive techniques as defined in Education Code Section 37.0023. However, School Resource Officers will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

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 acceptable to both Parties.

2.

District covenants and agrees to fully cooperate with the City of Benbrook in the implementation of this project and both parties agree that during the term of this contract there shall be three (3) police officers participating in the School Security Initiative assigned to Western Hills High School and Benbrook Middle-High School, and who also serve at Benbrook Elementary School and Westpark Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

3.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$188,316.00 for the 2022-23 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Security Initiative program.

4.

The term of this agreement is for a period beginning on September 1, 2022 and ending on August 31, 2023.

5.

This agreement may be terminated by either party hereto, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

6.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

7.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, and City shall have access at all reasonable hours to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

8.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance, (including liability coverage) provided to all police officers employed by the City. City shall coordinate assignment and duty hours with District. If necessary to handle unplanned absences at schools, an officer from units other than the School Security Initiative may be temporarily assigned to provide coverage.

The Benbrook Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes but meetings shall be held with authorized representatives of the District to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, it's officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged, and hold harmless the District from any and all claims, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or its 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.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors, or program participants to engage in such discrimination.

12.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court of federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance, or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas. For any such action arising out of the execution, performance or attempted performance, or non-performance of this contract and agreement, the law of decision of that case shall be the laws of the State of Texas.

15.

The governing bodies of City and District have approved the execution of this memorandum, and the persons signing the agreement have been duly authorized by the governing bodies of the City and District to sign on behalf of the governing bodies.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.

Notices to City shall be deemed given when delivered in person to the City Manager for Public Safety of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 911 Winscott Road, Benbrook, Texas 76126

IN WITNESS WHEREOF, the parties hereto have executed this agreement in multiples in Benbrook, Tarrant County, Texas, this 4 day of August, A.D. 2022.

ATTEST

CITY OF BENBROOK

By: Joanna King
Joanna King
City Secretary

By: Andy Wayman
Andy Wayman
City Manager

APPROVED AS TO FORM AND LEGALITY:

By: Betsy Pan
City Attorney
Date: 8-8-22

By: Lynne Jones
FWISD Attorney
Date: 09.17.2022

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: _____
Karen Molinar – Interim Superintendent

ATTEST

By: _____
Tobi Jackson – Board President

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andy Wayman, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Benbrook and that he executed the same as the act of said City of Benbrook for the purposes and consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of September, 2022.



Beth Fischer
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Karen Mulinar, Interim Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas

EXHIBIT A

The Fort Worth Independent School District (“District”) approves and publishes a Student Code of Conduct yearly establishing the responsibilities of students and teachers, among others, and District’s authority to handle discipline and give consequences. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, “the duties [of SROs] must be included in ...any memorandum of understanding providing for a school resource officer.” Specifically, the Student Code of Conduct states:

“To ensure District meets its responsibility under § 37.081(d), the duties of school resource

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: 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

BACKGROUND:

Fort Worth Independent School District (FWISD) and the City of Forest Hill are entering into a Memorandum of Understanding (MOU) for police officers participating in the School Security Initiative. The annual contract period is from September 1, 2022, through August 31, 2023.

The initiative is a multi-faceted cooperative program between FWISD and the Forest Hill Police Department to provide a safe and secure environment for education. The officer cost is on a shared basis with 50% being paid by the District and 50% being paid by the City of Forest Hill. Pay includes: 1) Base pay; 2) Salary increase; 3) Overtime longevity pays; 4) Incentive pay; 5) Acting officer pay; 6) Bilingual pay; 7) FLSA; 8) Court attendance costs; 9) Medicare; 10) Worker’s Compensation Insurance; 11) Group health insurance; and 12) Retirement.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-52-6299-001-999-99-390-000000

COST:

Not-to-Exceed - \$57,506.49

VENDOR:

City of Forest Hill

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

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

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

Safety and Security
David K. Sellers Elementary School
Harlean Beal Elementary School

RATIONALE:

FWISD is partnering with the City of Forest Hill to provide school security services. This collaborative agreement provides police services to the schools that are in the jurisdiction of the City of Forest Hill and together, with District staff, assists in creating a safe and secure environment for teaching and learning.

INFORMATION SOURCE:

Karen Molinar

STATE OF TEXAS §

COUNTY OF TARRANT §

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Forest Hill, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as "City,") acting by and through Venus Wehle, its duly authorized Interim City Manager, and the Fort Worth Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as "District,") acting by and through Karen Molinar, its duly authorized Interim Superintendent. District and City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

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 and the Texas Education Code, Chapter 37, authorizing school districts and local law enforcement agencies to enter into memoranda of understanding for the provision of School Resource Officers.

WHEREAS, the Fort Worth Independent School District and the City Council of Forest Hill have determined that the security of students is paramount; and

WHEREAS, the Fort Worth Independent School District proposes to provide a School Security Initiative in conjunction with the Forest Hill Police Department;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the Parties agree as follows:

AGREEMENT

1.

The board of trustees of the District shall determine the law enforcement duties of School Resource Officers ("SROs"), which must be included in the District student code of conduct, and any other campus or district document describing the role of SROs in the District. See Exhibit A, incorporated as if fully set forth herein. Notwithstanding anything else in this memorandum, SROs shall perform law enforcement duties, including crime prevention, intervention with students, and enforcement of the law, and may not be required to perform routine student discipline or school administrative tasks, or contact with students unrelated to the performance of those law enforcement duties. The Board of Trustees of District shall coordinate with District campus behavior coordinators and other District employees to ensure that SROs provided by the City are tasked only with duties related to law enforcement intervention and not with behavioral or administrative duties better addressed by other District employees.

It is understood by the District and the City that, in the course of providing law enforcement duties, SROs may be required to employ aversive techniques as defined in Education Code Section 37.0023. However, SROs will not employ aversive techniques at the request, direction, or order, or with the authorization or consent of the District or any District employee, volunteer, or independent contractor, and will not employ aversive techniques for any disciplinary or administrative purpose.

District covenants and agrees to fully cooperate with the City of Forest Hill in the implementation of this project and both Parties agree that during the term of this agreement there shall be one police officer participating in the School Resource Officer Program assigned to Harlean Beale Elementary School and David K. Sellars Elementary School. District agrees to share 50% of all personnel costs incurred by the City in this project.

2.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a quarterly basis. Reimbursement under this contract shall not exceed \$57,506.49 for the 2022-2023 fiscal year and shall be based upon actual expenditures made for the officers assigned to the School Resource Officer program.

3.

The term of this agreement is for a period beginning on September 1, 2022 and ending on August 31, 2023.

4.

This agreement may be terminated by either Party hereto, in whole or in part, at any time and for any reason, upon written notice to the other Party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

5.

District and City covenant and agree that in the event either Party fails to comply with, or breaches, any of the terms and provisions of this agreement, each Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply or breach of contract. In the event that the breaching Party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 15 days, the non-breaching Party shall have the right to declare this agreement immediately terminated, and neither Party shall have further responsibility or

liability hereunder.

6.

District covenants and agrees to fully cooperate with City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA).

7.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of District. City 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 its officers, members, agents, servants, employees, or officers of the other.

8.

City agrees that the police officers shall be assigned by and responsible to the Forest Hill Police Department but shall work directly with the school principals of the District to which they are assigned. Officers shall be assigned to the school district and assignments to a particular school shall be made by the City in conjunction with District personnel. Such officers shall have the School Resource Officer program as their primary duty and will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the officers temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the city and school is not in session but will consult with District in these situations. City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all police officers employed by City.

The Forest Hill Police Department shall maintain emergency response plans for every school within their jurisdiction. These plans shall be kept confidential within the Department for security purposes, but meetings shall be held with authorized representatives of the school district to provide relevant information and excerpts from the plan necessary for implementation. The Chief of Police shall designate a commander to be responsible for maintenance and dissemination of these plans.

9.

City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged. City agrees to waive, release, indemnify to the extent allowed by law, and hold

harmless the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts or omissions of the assigned officers.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract 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.

11.

City and District, in the execution, performance or attempted performance of this contract and agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

12.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

13.

The failure of City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

14.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in Tarrant County, Texas.

15.

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.

16.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

17.


Notices to District shall be deemed given when delivered in person to the Deputy Superintendent, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 N. University, Fort Worth, Texas 76107.

Notices to City shall be deemed given when delivered in person to the City Manager of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 3219 California Parkway, Forest Hill, Texas 76119.


[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in multiples in Forest Hill, Tarrant County, Texas, this _____ day of _____, A.D. 2022.

ATTEST: CITY OF FOREST HILL

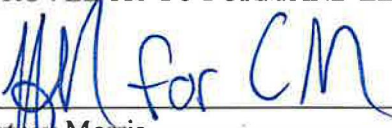
By: 
Venus M. Wehle - Interim City Manager

Date: 9/7/2022

By: 
Amy L. Anderson, TRMC, CMC,
City Secretary

Date: 9/7/2022

APPROVED AS TO FORM AND LEGALITY:

By:  for CM
Courtney Morris
City of Forest Hill Assistant City Attorney

Date: 9/7/2022

ATTEST: Fort Worth INDEPENDENT SCHOOL DISTRICT

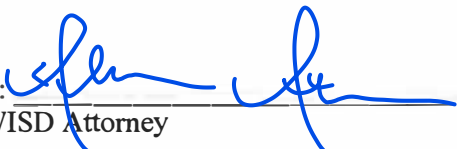
By: _____
Karen Molinar – Interim Superintendent

Date: _____

By: _____
Tobi Jackson – Board President

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: 
FWISD Attorney


Date: 09/13/2022

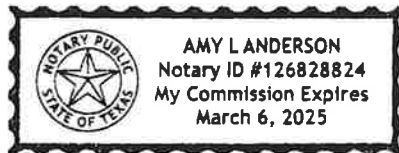
STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Venus M. Wehle, Interim City Manager, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City of Forest Hill and that he executed the same as the act of said City of Forest Hill for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of September, 2022


Notary Public in and for the State of Texas



STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Karen Molinar, Interim Superintendent, known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was for the purposes and consideration therein expressed, as the act and deed of the Fort Worth Independent School District, and in the therein stated as its duly authorized officer or representative.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022

Notary Public in and for the State of Texas

EXHIBIT A SCOPE OF SERVICES

1. City, through a commander or supervisor shall assign a Forest Hill Police officer to specific schools within the District to provide school security and this officer shall work directly with the Districts school principals and Safety and Security personnel.
2. There shall be one City police officer assigned to the District for the SRO Program. In addition, there shall be one other officer available to be assigned SRO duties if the primary Forest Hill SRO officer was not available for any reason. Additional officers will not be provided to District during the Term of the Agreement.
3. City shall coordinate assignment and duty hours with District. If necessary, to handle unplanned absences at schools, a designated alternate Forest Hill Police officer may be assigned temporarily to provide coverage. City will only be asked to provide a permanent replacement officer if the primary officer is absent for whatever reason or becomes injured or unfit for duty beyond a 30-day basis and the injury did not occur while performing officers' duties in their role as SRO.
4. Specific duties of the SRO will include splitting time between both assigned schools as deemed necessary to provide coverage including opening and closing of the school day. Duties shall also include the following, traffic regulation, law enforcement, instruction related to law enforcement, monitoring student behavior, career day participation as well as assisting school staff upon request in order to maintain a safe and secure school environment. SRO will devote his full time and attention to officers' duties related specifically to the safety and orderly operation of their assigned schools.
5. The Fort Worth Independent School District approves and publishes a Student Code of Conduct yearly. In the Student Code of Conduct, the District also establishes the expected duties of school resource officers, pursuant to Texas Education Code § 37.081(d), which states, "the duties [of SROs] must be included in ... any memorandum of understanding providing for a school resource officer." Specifically, the Student Code of Conduct states:
"To ensure District meets its responsibility under § 37.081(d), the duties of school resource officers are "crime prevention, intervention with students and enforcement of the law."
6. City and District shall meet as needed in order to keep lines of communication open and monitor the progress of the school resource officer program. Meetings will also be used to address and take corrective actions on any issues which may need to be changed related to the program or to the involved officer's assignments, duties and schedule. It will be a priority to ensure adequate staffing not only during regular school days but during District in service and holiday periods when school staff and some school activity may still be taking place to provide a safe environment.
7. City understands and agrees that all SROs 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 acceptable to both Parties.

Hourly wage of officer

<u>Hourly wage of officer</u>	\$28.40
Calculated hours	2,328
Calculated annual salary	\$66,115.20

Incentive Pay

Average hourly incentive

Education Pay	0.72
Certification Pay	0.68
Assignment Pay	<u>1.03</u>
Calculated annual incentive pay	\$5,657.04

Variable Cost/Benefits – Annual

Social Security/Medicare 7.65%	\$5,490.58
TMRS 13.38%	\$9,603.13
Workers Compensation 4.50%	\$3,229.75
Variable Cost Annual	\$18,323.46
Cost of officer before insurance	\$90,095.70

Insurance Cost:

Per month

Married Officer w/children

Dental	\$105.30	\$1263.60
Health Insurance	\$1949.80	\$23,397.60
Vision	\$21.34	\$256.08
Insurance Cost Annual		\$24,917.28

Total Cost of married officer \$115,012.98

Notes:

Salary based on calculation of the following annual hours

Regular hours per pay period	84
Overtime hours per pay period	<u>0</u>
	84
Total hours	84
Number of pay periods	x26
Holiday Premium	<u>+144</u>
Total hours	2328

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: APPROVE MEMORANDUM OF AGREEMENT 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

BACKGROUND:

Pursuant to Chapter 29, Sec. 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Willoughby House is a residential facility for delinquent youth located within Fort Worth Independent School District (FWISD) and operated by the Texas Juvenile Justice Department (TJJD), an agency of the State of Texas. The agency provides 24-hour care, control, custody for the student between the ages of 10 and 19 years old. FWISD funds one (1) Full-Time Educator (FTE) position for this location.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Agreement 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

FUNDING SOURCE: *Additional Details*

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Texas Juvenile Justice Department

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

Student Discipline and Placement

Fort Worth ISD Students Paroled from the Texas Juvenile Justice Department

RATIONALE:

Pursuant to Chapter 29, Sec. 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency and Texas Juvenile Justice Department, by cooperative effort, shall develop and by rule adopt a Memorandum of Agreement.

INFORMATION SOURCE:

Cherie Washington

**MEMORANDUM OF AGREEMENT
CON0001429**

THIS AGREEMENT is made and entered into as of the 1st day of the date of execution by both Parties (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and the Texas Juvenile Justice Department (also referred to “TJJD” at P.O. Box 12757, Austin, Texas 78711, a state agency whose principal place of business is located in Travis County, Texas for Willoughby House at 8100 West Elizabeth Lane, Fort Worth, Texas 76116 within Tarrant County, Texas, (hereinafter the “Facility”). The District and Facility may be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, this Memorandum of Agreement (“Agreement”) between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency (“TEA”), in the 2022-2023 school year Standard Application System (“SAS”), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act (“ESEA”) Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the number of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

TERMS AND CONDITIONS:

I. Term

The term of this Agreement (the “Term”) is the date of execution by both Parties (the “Effective Date”), through June 30, 2023, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Professional Services

Facility’s Scope of Services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and employment;
- Operate dropout prevention programs at District schools for children and youth who are at risk of dropping out or youth returning from correctional facilities;

- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3) are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) have a high absenteeism rate at school;
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
- Provide programs providing mentoring and peer mediation.

III. Implementation of Services

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

IV. Coordination of Services

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

V. Other Terms and Conditions

The terms and conditions of this Agreement will be governed by the laws of the State of Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

VI. Non-Discrimination

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

VII. Severability

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

VIII. Captions

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

IX. Entire Agreement

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

X. Notices

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility	Phillip Jones Superintendent Willoughby Halfway House
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8100 W. Elizabeth Lane
Fort Worth, TX 76116

As to the District: Karen Molinar
Interim Superintendent
Fort Worth Independent School District
100 North University Drive
Fort Worth, TX 76107

With a copy to: Mirgitt Crespo
Grants Senior Officer
Federal Programs
Fort Worth Independent School District
100 North University Drive, SW205
Fort Worth, Texas 76107.

XI. Modification

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.

XII. Signature

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date first written above.

Fort Worth Independent School District

Karen Molinar
Interim Superintendent

Date: _____

cwash

The Texas Juvenile Justice Department (also referred to "TJJJ")

Shandra Carter

Title: Executive Director (Interim)

Date: 8/16/22

Tobi Jackson
Board of Trustees, President

Date: _____

Alexander Athanason
Attorney, Office of Legal Services

Date: 08/24/2022

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

**TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING WITH
AFTER-SCHOOL ALL STARS TO DELIVER FORT WORTH
AFTER-SCHOOL PROGRAMMING AT MORNINGSIDE MIDDLE
SCHOOL****

BACKGROUND:

This Memorandum of Understanding (MOU) will provide Fort Worth After-School enrichment programming, with the support of After-School All Stars, for any student that expresses interest and complies with program participation guidelines at Morningside Middle School. Programs will include vibrant enrichment programming, academic recovery strategies, Social-Emotional Learning (SEL) programming and full dinners provided under the Texas Department of Agriculture (TDA). The Rainwater Charitable Foundation (RCF) has donated the funds necessary to add this program to Morningside Middle School. The RCF has provided the funds directly to the program provider to provide high level, robust afterschool programming. This is a request to approve the no cost MOU with After School All-Stars since they will be operating at a school District site.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding with After-School All Stars to Deliver Fort Worth After School Programming at Morningside Middle School
2. Decline to Approve Memorandum of Understanding with After-School All Stars to Deliver Fort Worth After School Programming at Morningside Middle School
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: Additional Details

No Cost Not Applicable

COST:

No Cost

VENDOR:

After-School All Stars North Texas

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

Not Applicable

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

Morningside Middle School
Fort Worth After-School

RATIONALE:

Funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at Morningside Middle School. No other Local Funds will be utilized for programming. Morningside Middle School has been implementing the Fort Worth ISD Middle School Leadership Academy Framework. A robust after-school program is a key pillar of the framework.

INFORMATION SOURCE:

David Saenz



Memorandum of Understanding

Between The Fort Worth Independent School District And

After School All Stars North Texas

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding 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 After School All Stars North Texas (“ASASNTX” or “ASAS”) to provide comprehensive after school programming to Morningside Middle School (“Morningside”). District and ASASNTX may be collectively referred to as the “Parties” or individually as a “Party.”

Purpose

This MOU will identify the roles and responsibilities of each Party as it relates to the All Stars programming provided by ASASNTX to Morningside.

Program Structure

All Stars programming is available to all middle school students attending Morningside. All Stars programming begins at the end of the school day, upon which ASASNTX staff welcomes students from their school environment into the cafeteria for a snack before transitioning them to the ASASNTX program's location. Once situated, students engage in various activities and are provided homework assistance, physical play, and enrichment programming (clubs) such as robotics, DJ, cooking, visual arts, and more. See Exhibit A, hereby attached and incorporated into this Agreement for a detailed listing of each Party’s roles and responsibilities under this Agreement.

Scheduling

The All-Stars program begins on October 3, 2022, and concludes on May 25, 2023. Programming will be held Monday thru Thursday beginning at 4:30 PM, or when the dismissal bell rings, and students are released at 6:30 PM.

Funding

The Rainwater Charitable Foundation is supporting 100% of the All-Stars program financially. The parents and the District will not have any financial obligations to ASASNTX, and any student enrolled in the program will receive programming at no cost.

Duration

This MOU is at-will agreement and may be modified by mutual written consent of authorized officials of the Parties. This MOU shall become effective upon signature by the authorized Parties and will remain in effect until terminated by any of the Parties in writing. In the absence of a mutual agreement by the authorized officials from the aforementioned Parties to extend this MOU, this MOU shall end on May 25, 2023.



INDEMNIFICATION

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASAS 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 ASAS, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ASAS OR ANYONE THAT ASAS CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

b. ASAS 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 ASAS, OR BY DISTRICT AT THE DIRECTION OF ASAS, 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 ASAS AND ASAS MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. ASAS DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE 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 ASAS 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. ASAS understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

Insurance

a. In the event that the Agreement requires or contemplates performance of services by ASASNTX's employees or a person under contract to ASASNTX to be done on District's property, ASASNTX agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of District. ASASNTX shall maintain all necessary insurance coverage, including but not limited to the following:

b. INSURANCE COVERAGE/LIMITS OF LIABILITY



- i. Worker's Compensation Statutory – ASASNTX shall provide and maintain Worker's Compensation and Employer's Liability Insurance with a limit of not less than: Each Accident \$100,000; Disease-Policy Limit \$500,000; Disease-Each Employee \$100,000. ASASNTX shall require subcontractors to provide insurance for the latter's employees unless such employees are covered by a Worker's Compensation policy furnished by ASASNTX.
 - ii. General Liability – ASASNTX shall provide and maintain Comprehensive General Liability Insurance protection including "Products and Completed Operations" coverage with a limit not less than: General Aggregate \$1,000,000; Each Occurrence \$1,000,000; Products-Comp Ops \$1,000,000. Policy must be endorsed to include Sexual Abuse and Molestation coverage with a limit no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - iii. Auto Liability Insurance – ASASNTX shall provide and maintain during the life of this engagement, automobile public liability insurance in amounts of not less than \$300,000 for each single occurrence of bodily injury or death (maximum of \$100,000 per person), and \$100,000 for each single occurrence of property damage or destruction. Said insurance policy must provide protection for non-owned and hired vehicles as well as vehicles owned by ASASNTX.
- c. All Policies must list District as additional insured and include waiver of subrogation and primary/non-contributory language in favor of District. ASASNTX must provide a Certificate of Insurance reflecting all of the above prior to approval. ASASNTX will not be issued a Purchase Order and/or have an Agreement in effect until evidence of the required insurance is provided. All certificates of insurance must be submitted with the signed Agreement.

Notices

Legal notices required under this Agreement shall be mailed to:

ASAS
Justin Hensley
2902 Swiss Ave
Dallas, TX 75204

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

IN WITNESS WHEREOF, the Parties hereunto have executed the Memorandum of Understanding on the date indicated on the first page.

Fort Worth Independent School District

DS

David Saenz, Ed.D.
Chief Innovation Officer

Date: _____

AA
08/30/2022

Karen Molinar
Interim Superintendent

Date: _____

Tobi Jackson
Board President

Date: _____

After School All Stars North Texas

John W. King

Executive Director

Date: 8/24/22



Exhibit A **School Partnership**

After-School All-Stars (ASAS) provides comprehensive after-school programs that keep children safe and help them succeed in school and life. Our vision is for our All-Stars to be safe and healthy, to graduate high school and go to college, to find careers they love and then give back to their communities. To achieve this vision, ASAS is excited to partner with Morningside Middle to offer a comprehensive after-school program.

This Partnership Agreement is based on the knowledge that, to be successful, ASAS programs must be based on close collaboration with the partner school. If, at any time, either party needs to change the terms of this agreement a meeting may be requested. We look forward to a successful partnership as we work together to serve students.

Scope:

- Up to 125 students enrolled
- Programming will occur 4 days a week, Monday-Thursday, from 4:30- 6:30pm.
- Programming will run in conjunction with the school schedule beginning October 3rd – December 7th and January 17th – May 25th, pending Principal approval.

ASAS Commits to the Following:

- Provide comprehensive after-school programming at no cost to students, centered around academic assistance, enrichment, and recreation/sports/fitness.
- Create a safe and structured after-school program that incorporates faculty and administration goals including: supporting school academic initiatives, English language/literacy programs, arts, technology, and fitness programs that align with state standards.
- Provide necessary personnel, materials, and supervision to establish and maintain a quality After-School Program.
- Maintain two-way open communication and collaboration with school administration to align the program with the school's academic intervention programs.
- Advise the school prior to any major changes in staffing or program offerings.
- Supervise and instruct students by trained personnel at a ratio of 20:1 or better.
- Oversee the provision of a nutritious snack to students that adheres to the food services policies regarding snack distribution.
- Administer student surveys to solicit feedback related to programmatic content with appropriate approval from the District.
- Train all personnel that will be in contact with students in emergency procedures (including 12 hours of SafeSchools Training and a background check). A complete listing of all required SafeSchools Training is hereby attached and incorporated into this Agreement as Exhibit B.



- Purchase/track all equipment in order to run an efficient and quality program.
- Enter, track, and maintain student attendance and family information, and audit results within our database management system.
- Incorporate student academic achievement info within our organizational external evaluation.

The District Commits to the Following:

- Provide administrative space that includes:
 - a workspace for Site Coordinator;
 - space to securely store staff belongings;
 - space for a filing cabinet and staff mailboxes; and
 - Internet connection and access to a printer/copier/fax.
- Provide storage space for program supplies and equipment.
- Provide space needed for activities.
- Collaborate on snack procedures – purchasing, storing, etc.
- Share school site emergency plans and procedures.
- Complete contact sheets for each school site—lead administrator, office number, custodial staff, cafeteria staff, fax, etc.
- Share school procedures for participant medical needs (e.g., first aid, administering medication).
- Sign off on central office documents including facilities use, snack/meal requests, and field trip proposals.
- Ensure no unenrolled students are loitering or in the building.
- Collaborate on dismissal procedures.
- Give ASAS reasonable notice of any changes in district policy, scheduling, etc. that could affect programming.
- Ensure ASAS is aware of any changes to extended day models, additions of other providers, etc.
- Invite ASAS participation in staff meetings, school site advisory councils, etc.
- Meet with ASAS team each semester.

Confidentiality

a. ASAS 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”). ASAS may receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. ASAS acknowledges and agrees to comply with said law and safeguard student information. ASAS may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, ASAS 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 District) 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 District to ASAS will be governed by the Data Sharing Agreement between the Parties, hereby attached and incorporated into this Agreement as Exhibit C.

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.

We look forward to a successful year and are grateful for the opportunity to provide services to your students.



Exhibit B Required SafeSchools Training Courses

COURSE	DURATION	COMPLETION DATE
Coronavirus 106 - DIY Cloth Face Coverings: FullCourse	9Minutes	October 2, 2022
Coronavirus 103 - Managing Stress and Anxiety: FullCourse	12Minutes	October 2, 2022
Coronavirus 102 - Preparing your Household: FullCourse	9Minutes	October 2, 2022
Coronavirus 104 - Transitioning to a RemoteWorkforce: Full Course	11Minutes	October 2, 2022
Coronavirus 105 - Cleaning and Disinfecting: FullCourse	10Minutes	October 2, 2022
Coronavirus 107 - Reopening your Organization: FullCourse	8Minutes	October 2, 2022
General Ethics in the Workplace: Full Course	20Minutes	October 2, 2022
Common Illness Prevention: Full Course	15Minutes	October 2, 2022
Coronavirus 105 - Cleaning and Disinfecting: FullCourse	12Minutes	October 2, 2022
Health Emergencies: Life-Threatening Allergies: FullCourse	13Minutes	October 2, 2022
Bullying: Recognition & Response: Full Course	52Minutes	October 2, 2022
Office Ergonomics: Full Course	15Minutes	October 2, 2022
Heat Illness Prevention: Full Course	17Minutes	October 2, 2022
Tactical Site Surveys: Full Course	22Minutes	October 2, 2022
De-Escalation Strategies: Full Course	23Minutes	October 2, 2022
Disruptive Student Behavior: Full Course	35Minutes	October 2, 2022
Terrorism: Awareness and Response: Full Course(Staff)	36Minutes	October 2, 2022
Health Emergencies: Asthma Awareness: Full Course	16Minutes	October 2, 2022
AED (Automated External Defibrillators): Full Course	22Minutes	October 2, 2022
Conflict Management: Student-to-Student: FullCourse	22Minutes	October 2, 2022
Conflict Management: Managing the Angry Parent:Full Course	22Minutes	October 2, 2022
Emergency Operations Planning: Building the Plan:Full Course	19Minutes	October 2, 2022
Emergency Operations Planning: Implementing thePlan: Full Course	21Minutes	October 2, 2022

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE PASCHAL ENRICHMENT FOUNDATION FOR THE TRANSFER OF CERTAIN TRUST ACCOUNT FUNDS

BACKGROUND:

On September 28, 2016, the District received \$198,311.00 to establish the R.L. Paschal High School Scholarship Trust account (“Trust Account”) from the Billie John Hasenkam Estate for scholarships for Paschal High School (PHS). The District has maintained the Trust Account in an activity fund account in accordance with the District’s policies and procedures related to these types of funds. Since 2016, the funds have been utilized by Paschal High School for student scholarships in accordance with PHS scholarship guidelines. The District acknowledges that as of August 31, 2022, there was \$170,070.08 in the Trust Account.

At the request of the Pascal Enrichment Foundation, the District has negotiated a Memorandum of Understanding (MOU) to transfer remaining funds to their stewardship in order to endow the principal, solicit additional donations to increase the fund and manage the scholarships in conjunction with PHS’ scholarship process.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Paschal Enrichment Foundation for the Transfer of Certain Trust Account Funds
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and the Paschal Enrichment Foundation for the Transfer of Certain Trust Account Funds
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Memorandum of Understanding

Purchasing Support Documents Needed:

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

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

Paschal High School
School Leadership Division
Business and Finance Division

RATIONALE:

At the request of the Pascal Enrichment Foundation, the District has negotiated a Memorandum of Understanding to transfer remaining funds to their stewardship in order to endow the principal, solicit additional donations to increase the fund and manage the scholarships in conjunction with PHS' scholarship process.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

**MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF CERTAIN TRUST
ACCOUNT FUNDS BETWEEN PASCHAL ENRICHMENT FOUNDATION AND THE FORT
WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding for the Transfer of Certain Trust Account Funds (“MOU” or “Agreement”) is effective as of the date of execution below and is by and between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted independent school district located in Tarrant County, Texas, (“District” or “FWISD”) and the Paschal Enrichment Foundation (“Foundation”). District and Foundation may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, on September 28, 2016, the District received \$198,311.00 to establish the R.L. Paschal High School Scholarship Trust account (“Trust Account”); and

WHEREAS, these monies were received from the Billie John Hasenkamp estate; and

WHEREAS, the Trust Account has been managed by Paschal High School since 2016 which has awarded several scholarships from the Trust Account; and

WHEREAS, the District has maintained the Trust Account in an activity fund account in accordance with the District’s policies and procedures related to these types of funds; and

WHEREAS, these scholarships have been awarded in accordance with the school’s scholarship process, hereby attached and incorporated into this Agreement as Attachment A; and

WHEREAS, the District desires for the Foundation to manage the Trust Account and related scholarships.

NOW, THEREFORE, the Parties agree to the following:

I. RESPONSIBILITIES OF THE DISTRICT:

1. Within sixty (60) days of the date of full execution of this Agreement, the District will release any and all remaining proceeds of the Trust Account to the Foundation. **Any committed obligations such as any outstanding scholarships shall be paid directly by the Foundation after the distribution date.**
2. The District acknowledges that as of August 31, 2022, there was **\$170,070.08** in the Trust Account; Account #828-00-3800-OAD-000-00-000-000000.

II. RESPONSIBILITIES OF THE FOUNDATION:

1. The Foundation will maintain its 501(c)(3) status in compliance with all applicable IRS terms and conditions, at all times during the Term of the Agreement.
2. The Foundation will award student scholarships based on procedures approved by the Foundation Board and the process outlined in Attachment A.
3. The Foundation will maintain the funds in an endowment fund to ensure the corpus of the fund is maintained in perpetuity. Funds would be managed with the intent to retain the corpus of the fund but earn sufficient interest to be able to award annual scholarships to students. No less than 10% of any funds earned would be used for scholarship purposes. The remainder of the funds plus any funds not expended for scholarship purposes would be retained with the principal so that the fund is able to continue to grow. Example:
 - The amount of **\$170,070** earns 2% or \$3,401 in Year 1. No less than 10% or \$340 will be retained

and invested into the corpus.

4. On an annual basis, the Foundation will report any and all activity pertaining to the endowment fund to the District. Such a report shall include the endowment balance, interest earned, and scholarships awarded.

III. TERM

This MOU will be effective from the date of execution by both Parties until June 31, 2052; a period of thirty (30) years. Thereafter this MOU may be renewed for up to two (2) additional ten (10) year periods upon the mutual written agreement of the Parties.

IV. TERMINATION

1. This Agreement may be terminated without cause by either Party, upon ninety (90) days written notice to the other Party.
2. This Agreement may be terminated immediately for cause, upon the presentation of written notice by the non-breaching Party to the breaching Party.
3. The following items would be considered a violation of the Agreement and a material breach of the Foundation's fiduciary duty with respect to the endowment fund:
 - Failure to maintain IRS 501(c)(3) status
 - Failure to report activity on an annual basis
 - Failure to follow investment requirements
 - Failure to follow scholarship procedures
4. Upon termination of this Agreement, for any or no reason, all remaining funds remaining in the endowment fund will be returned to the District within sixty (60) days of the effective date of termination. The return of the funds shall include a detailed accounting of all fund expenditures up to the point of termination.

V. INDEMNIFICATION

1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOUNDATION 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 THE FOUNDATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY FOUNDATION OR ANYONE THAT FOUNDATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
2. 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.
3. Foundation understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

VI. RIGHT TO AUDIT

The District through its employees or agents shall have the right to audit the Foundation's compliance with this Agreement. The District shall give the Foundation five (5) business days' written notice of its intent to audit the Foundation's compliance. The Foundation shall cooperate fully with such an audit.

VII. MISCELLANEOUS

1. **Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by, and enforced under the laws of the State of Texas. The Parties here agree that the venue must be in Tarrant County, Texas.
2. **Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.
3. **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
4. **Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District: Fort Worth Independent School District
Name of District Contact: Carmen Arrieta Candelaria – Chief Financial Officer
Address: 100 N. University Dr
Fort Worth, TX 76107

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

To Foundation: Paschal Enrichment Foundation
Foundation Contact Name: Shana Hazzard
Address: 3001 Forest Park Blvd
City, State ZIP Code Fort Worth, TX 76110

5. **Mutual Negotiation.** This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any Party.
6. **Entire Agreement.** This Agreement and any subsequent amendments constitute the entire and only Agreement between the Parties relating to the matters described herein, and supersedes all prior

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a Party hereto.

7. **Amendment and Assignment.** Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either Party without the express written consent of the other Party. Any attempt to assign without such consent shall be void and shall be deemed a material breach of this Agreement.
8. **Survival.** A Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
9. **Severability.** If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

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.

[Signature Page Follows]

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and the Foundation, 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: _____

Name:

Title:

Date:

Req. #:

FOR FOUNDATION:

Signed: _____

Name:

Title:

Date:

Shana Hazzard
Shana Hazzard
Treasurer
9/21/22

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____

Ms. Karen Molinar
Interim Superintendent of Schools

Date:

Business Organization: (Check one)

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other Entity Type:

APPROVED AS TO FORM:

Signed: _____

Legal Counsel for District

Date:

FOUNDATION Employer ID #: _____



Paschal High School Achievement Scholarship Application 2021-2022

Due Date: **Friday, May 13, 2022**

Deliver to Paschal Go Center in an enveloped marked "PHS Scholarship App." Applications must be received by May 13, 2022. SCHOLARSHIP: Billie Hasenkamp Community Scholarship

PURPOSE

- To recognize Paschal High School graduating seniors who have demonstrated superior student involvement and academic achievement.
- To encourage them to continue such performance for the benefit of themselves and those they may influence in the future.

CRITERIA

- Must show activity and leadership both at Paschal High School and in the community.
- Must be in the first quartile of the current graduating class.

APPLICATION PROCESS

Please include all of the following when submitting your application packet:

- Completed application (either typed or printed and filled in by hand)
- Official high school transcript
- Two letters of recommendation (at least one should be from a current PHS teacher or administrator)
- Your resume, which should clearly state:
 1. Contact information (name, address, email, phone)
 2. AP classes (with AP test scores, if tests were taken) and dual credit classes (with final grades, for courses that have been completed)
 3. Extracurricular school activities, including length of time in each sport, club, etc.
 4. Community outreach, including length of time in each (church group, Key Club, etc.)
 5. Any other information which might be helpful to the scholarship committee
- One-page essay, 12-point type, 1.5 line spacing, on this topic: Describe a leadership experience in which you have positively influenced others, helped resolve disputes, or contributed to group efforts over time.

Please confirm that you have included the following. Incomplete application packets will not be considered.

_____ Most recent official high school transcript. Photocopies are not acceptable.

_____ Two letters of recommendation, at least one from a current PHS teacher or administrator.

_____ Your resume with answers to questions 1-5.

_____ Your essay.



APPLICATION FOR ACHIEVEMENT SCHOLARSHIP

(must be completed by applicant)

Please type on a separate sheet or print your answers below. Illegible applications will be returned to you.

Name (First and Last)

Number of years you have attended PHS: _____

I plan to attend the following school next fall: _____

Or, I have applied to the following schools for next fall:

Will you be a full-time student? _____

Academics

Weighted Grade Point Average (GPA) _____ (on a 5.0 scale)

ACT score _____ and/or SAT Total: _____ (Math _____ Reading _____)

Are you in the top quartile of your PHS graduating class? Circle one: yes no

An official school transcript is required to document GPA and class rank.

Employment

Are you currently employed? Circle one: yes no

If yes, where? _____

How long have you worked? _____ Average hours/week? _____

Have you been awarded other scholarships? If so, please list scholarships and amounts:

Essay Question: Describe a leadership experience in which you have positively influenced others, helped resolve disputes or contributed to group efforts over time. (Attach one page with your essay typed in 12pt with 1.5 line spacing)



I verify that the information in this application and in my resume is true.

Signature of scholarship applicant _____ Date _____

Please contact Shana Hazzard at slsteele20@hotmail.com with any questions.

I. The Billie John Hasenkamp Scholarship

The Paschal High School provides for two different scholarship opportunities for students. One is the Achievement Scholarship for the recognition of high achievers and the other is the Opportunity Scholarship for students of good character for whom a scholarship may make the difference between pursuing education or not.

- a. The Scholarships Committee will consist of the following:
 - i. Paschal PTA Scholarship Chairman
 - ii. The Paschal PTA President (or appointed representative Up to Two (2) additional Paschal PTA members)
 - iii. (1) Paschal Alumni Association member
 - iv. (2) representatives of the Paschal SBDM – business, community
 - v. (1) representative of the Paschal Educational Foundation
 - vi. (2) representatives of the Paschal Enrichment Foundation
- b. The Chairman serves for a one (1) year term and may serve for a maximum of two (2) consecutive terms per Paschal PTA Bylaws. The Chair will appoint the Committee members as soon as possible and to be approved at first board meeting.
- c. Relatives of the Paschal PTA Board, the faculty and staff of Paschal, and any scholarship committee member are eligible to apply for these awards.
- d. If a relative of any member is applying for a scholarship, that member will step down and be replaced at the discretion of the Chairman following the Committee make-up as defined above.
- e. During the selection process, names of applicants will be blacked out on applications and supplemental information.
- f. Achievement Scholarship:
 - i. This scholarship is intended to recognize Paschal High School graduating seniors who have demonstrated superior student involvement and academic achievement and to encourage them to continue such performance for the benefit of themselves and those they may influence in the future.
 - ii. Qualifications:
 1. Academic ranking within the first quartile of Paschal High School's current year's graduating class.
 2. Active participation in at least three extra-curricular and/or community activities during his or her high school career.
 3. Two Letters of Recommendation, one of which comes from a Paschal High School teacher.
 4. Completion of the application with essays, recommendations and supporting documents received by the deadline as stated on the application.

- g. Opportunity Scholarship:
 - i. This scholarship is intended to recognize Paschal High School graduating seniors who have demonstrated superb character and to provide them with financial assistance in the pursuit of higher education and enabling and encouraging them to become all that they can be for the benefit of themselves, their families, and their community.
 - ii. Qualifications:
 - 1. Academic ranking within the first quartile of Paschal High School's current year's graduating class.
 - 2. Active participation in at least one extra-curricular/community activity during his or her high school career.
 - 3. Family income below the current national average or a first generation college bound student. The family income level may be verified by the Counseling Office as listed in the Free and Reduced Lunch Program.
 - 4. Two Letters of Recommendation, one of which comes from a Paschal High School teacher.
 - 5. Completion of the application with essays, recommendations and supporting documents received by the deadline as stated on the application.
- h. Additional Scholarship Information:
 - i. The amount of the scholarships awarded will be \$1000 and the amount awarded to each student will be the same.
 - ii. The scholarships are awarded one time and are not renewable.
 - iii. Upon notification of the Scholarship award, the student will need to provide his/her social security number, the name and address of the university (s)he plans to attend, and the name of the person or office to whom the check will be sent.
 - iv. During the summer, upon receipt of the above information, award funds will be sent directly to the college selected by the student.
- i. Soliciting Applicants:
 - i. At an appropriate time of each year, school-wide announcements will be made informing the student body of the availability of the scholarships.
 - ii. Counselors and teachers will also be asked to make contact with students they feel meet the program requirements whom they personally feel are worthy of and qualify for these scholarships (contact coaches, ROTC teachers, and teachers in the work/school program, etc.).
 - iii. The scholarships will be publicized in the Paschal PTA Newsblast, at www.paschalhs.org and in announcements during the school day.
 - iv. Applications will be available at www.paschalhs.org or in the

Counseling Office and the Paschal Go Center.

- j. Recipient Selection:
 - i. The deadline for applications to be submitted will be set by the Scholarship Committee and PHS administration, no later than May 1.
 - ii. The Scholarship Chair will accumulate the applications and distribute them to the selection Committee members along with a timeline for the review process.
 - iii. The names of the applicants will be blacked out in all information distributed to the Committee members.
 - iv. The Selection Committee will meet on or before May 1 of each year to discuss the applicants and their relative merits.
 - v. The Selection Committee will meet to select the recipients. Each member will have ranked the applicants 1 through 20, following a Scholarship Rubric determined to support scholarship criteria.
 - vi. The ranking values given by all Committee members will be totaled for each applicant. The applicants having the lowest cumulative scores will be the recipients of the available scholarships.
 - vii. The number of scholarships awarded and scholarship amounts will be determined based upon total funds available. All awards will be equitable.
- k. Notification to Recipients:
 - i. Within a week of selection, the Scholarship Committee chair will send letters notifying recipients of the scholarship awards including details about how the funds will be provided to the school of their choice.
 - ii. Recipients may apply scholarship funds to any 2 or 4 year college or accredited trade or vocational school.
 - iii. The scholarship is awarded one time and is not renewable.
 - iv. Funds will be sent directly to the college or university upon verification of enrollment.
 - v. If the student does not enroll in college, the monies will be returned to the Billie John Hasenkamp Scholarship Account.
 - vi. If the student changes his/her college to be attended, the Paschal PTA Scholarship Chair will be notified by the student, and provision will be made to transfer the funds to the new college.
- l. Recognizing Recipients:
 - i. The scholarship recipients will be recognized at a year-end event determined by the scholarship Committee at which the students and their parents may attend.
- m. List of Recipients:
 - i. A list of recipients will be published in the Paschal PTA Newsblast.

- ii. The list of recipients will be maintained in the Paschal Counseling Office and the Paschal PTA scholarship notebook including their addresses, amount awarded, which scholarship was received, and if there is a relationship to a Paschal PTA Officer, Fort Worth School Board Trustee, or Scholarship Fund donor.
- n. Scholarship Funds are from the estate of Billie John Hasenkamp.
- o. Contacting Paschal Graduating Class Representatives:
 - i. The Scholarship Committee will contact the Class Representatives for all past years to make them aware of the Scholarship program and obtain their agreement to support this scholarship program.
 - ii. Scholarship Committee members will be available to speak to reunion organizing Committees and at reunion programs as requested.
 - iii. The Scholarship Committee will contact the Class Representatives for all past years to request a copy of all class member email addresses.
 - iv. The Scholarship Committee will develop a program to present to all reunion Committees and encourage them to honor Paschal by making a "Paschal Class of XXXX Scholarship" for their class for the spring graduates following each reunion.
 - v. The Scholarship Committee will execute an organized email solicitation campaign each year starting in January and continuing through April of each year to all Paschal graduates.

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: **APPROVE INTERLOCAL PARTICIPATION AGREEMENT FOR THE
PROVISION OF UNEMPLOYMENT COMPENSATION
ADMINISTRATIVE SERVICES****

BACKGROUND:

The Texas Association of School Boards Risk Management Fund (the Fund) provides unemployment services to fund members. These services include administrative and legal advice concerning unemployment compensation claims. The Fund also provides the mechanism through which fund members forward quarterly reimbursement payments to the Texas Workforce Commission. Difficult economic conditions facing many employers have continued to cause a dramatic increase in the number of unemployment claims filed by fund member employees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Interlocal Participation Agreement for the Provision of Unemployment Compensation Administrative Services
2. Decline to Approve Interlocal Participation Agreement for the Provision of Unemployment Compensation Administrative Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

Internal Service Fund 753-41-6299-086-750-99-439-000000

COST:

\$8,000

VENDOR:

TASB Risk Management

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

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

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

District-Wide

RATIONALE:

The Texas Association of School Boards Risk Management Fund provides valuable assistance concerning Unemployment Compensation.

INFORMATION SOURCE:

Cynthia Rincón

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Fort Worth ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

Fort Worth ISD

Contribution & Coverage Summary (CCS) Participation Period: 10/1/2022 through 9/30/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	N/A	\$8,000
Total Contribution			\$8,000

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

Fort Worth ISD

Unemployment Compensation Participation Period: 10/1/2022 through 9/30/2023 Total Contribution: \$8,000

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Administrative Services Only (ASO)	\$8,000

Unemployment Compensation (ASO) Conditions

Agreement: This Agreement provides administrative services for unemployment compensation including quarterly wage reporting to the Texas Workforce Commission (TWC) and assistance with general unemployment compensation matters such as administrative hearings and filings with the TWC.

As part of this Agreement, Fund Member agrees to pay its own claim reimbursements to the Texas Workforce Commission, including any other TWC assessments. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent the Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member will submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC for periods after termination. All benefit credits or reimbursements, including by not limited to federal CARES Act credits, attributable to any period of the Fund Member's participation as a Pool member in the Fund's Unemployment Compensation program are owed to the Fund.

Assistance: The Fund's services include assistance to Fund Member with TWC hearings. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator’s name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Annie Anderson	Coord. Employee Relations	Ana.anderson@fwisd.org

Program Coordinator Updates

Program	Name	Title	E-mail
TASB RMF - Unemployment Compensation	Brittany Drake	Director	brittany.drake@fwisd.org

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.



8/16/2022

Authorized Signature

Date

Printed Name

Title

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE APPLICATION FOR THE WAIVER OF THE 2022 - 2023
REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION**

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades prekindergarten (PK) through Grade Four meet the requirements of the Texas Education Code (TEC) 25.112. If the review indicates any class for grades PK-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112(d). A district seeking an exemption must notify the commissioner and apply for the exemption not later than the later of (1) October 1; or 2) the 30th day after the first school day the district exceeds the limit. An exception request must be approved by the school District's Board of Trustees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Application for the Waiver of the 2022 - 2023 Request for Maximum Class Size Exception
2. Decline to Approve Application for the Waiver of the 2022 - 2023 Request for Maximum Class Size Exception
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6118-001-XXX-XX-304-000000

COST:

Not-to-Exceed - \$300,000 (*Includes 12% Fringes*)

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

All Elementary Schools

RATIONALE:

Existing staff were reallocated during the fall leveling process in order to meet the student teacher ratio of 22:1 to the greatest extent possible. Despite the reallocation of staff, there are still classrooms over the established 22:1 class size ratio in grades PK-4. Talent Management recommends applying for a Waiver of the 2022-2023 Request for Maximum Class Size Exception.

INFORMATION SOURCE:

Raúl Peña

2022-2023 Class Size Waiver Request

#	Campus Name	Grade	Teacher	Class Size
103	Benbrook ES	2	Mills, Karissa	23
103	Benbrook ES	2	Moreno, Ava	25
105	West Handley ES	3	Mindieta, Marina	28
110	Carroll Peak ES	3	Medrano, Vanesa	24
110	Carroll Peak ES	KG	Mendoza, Yolanda	23
110	Carroll Peak ES	PK	Burgos, Kenia	24
114	Manuel Jara ES	1	Cook, Felicia	23
115	George C. Clarke ES	1	Bretado, Irma	23
115	George C. Clarke ES	KG	Padron Martinez, Denisse	25
119	Daggett, E.M. ES	1	Gutt, Jordan	24
119	Daggett, E.M. ES	4	Madrid, Tiffany	23
119	Daggett, E.M. ES	KG	CARRANZA, MARIA	23
119	Daggett, E.M. ES	KG	Cortez, Rosemary	23
119	Daggett, E.M. ES	KG	Orozco-Wanser, Perla	25
120	Rufino Mendoza ES	1	Cadena, Cynthia	26
120	Rufino Mendoza ES	2	Smith, Melisa	23
120	Rufino Mendoza ES	3	Adame, Yosselin	23
120	Rufino Mendoza ES	4	Saldana-Gil, Javier	27
120	Rufino Mendoza ES	KG	Warren, Misty	27
122	Diamond Hill ES	1	Blatnick, Maria	23
122	Diamond Hill ES	2	Ortiz, Celia	23
123	S.S. Dillow ES	1	Zelaya, Sara	24
123	S.S. Dillow ES	2	Godinez Cruz, Brissa	25
123	S.S. Dillow ES	4	Stokes-Hull, Tanisha	26
125	Eastern Hills ES	2	Le, Maria	27
125	Eastern Hills ES	3	Angeles, Edith	23
126	East Handley ES	1	Redrujo Quezada, Ivett	23
126	East Handley ES	1	Shuster, Nina	25
126	East Handley ES	2	Rodriguez-Martinez, Delia	25
126	East Handley ES	3	Dunaway, Mary	23
126	East Handley ES	3	Reyes, Amanda	23
126	East Handley ES	PK	Parker, Jessica	23
129	John T. White ES - LA	KG	Cearley, Jessica	23
129	John T. White ES - LA	KG	Churchill, Catherine	23
129	John T. White ES - LA	KG	Hickson, Christopher	23
130	Harlean Beal ES	3	Mccormick, Sonja	27
130	Harlean Beal ES	3	Morgan, Shelly	25
132	Glen Park ES	1	Johnson, Lillian	30
133	W.M. Green ES	3	Anderson, Audrey	23
133	W.M. Green ES	3	Mcghee, Tiesha	24
133	W.M. Green ES	KG	Johnson-Dangerfield, Shuntel	23
133	W.M. Green ES	KG	Saldivar, Maria	23
134	Greenbriar ES	1	Padilla, Cristina	24
134	Greenbriar ES	KG	PEREZ, ARACELI	25
134	Greenbriar ES	PK	Sanchez, Martha	24
137	Hubbard Heights ES	3	Rodriguez, Karla	26

2022-2023 Class Size Waiver Request

#	Campus Name	Grade	Teacher	Class Size
137	Hubbard Heights ES	4	Blize, Bridgette	26
137	Hubbard Heights ES	4	Villagomez, Vanessa	25
138	H.V. Helbing ES	1	Leal, Athena	24
139	Milton L. Kirkpatrick ES	2	Goings, Todd	25
139	Milton L. Kirkpatrick ES	4	Guzman Valdez, Lizbeth	23
141	Meadowbrook ES	2	Juarez, Kaliana	32
141	Meadowbrook ES	4	Garcia-Covarruvias, Vanessa	24
143	D. McRae ES	3	Flores, Kristen	27
143	D. McRae ES	4	Gonzalez, Ana	23
143	D. McRae ES	KG	Cruz, Laura	25
143	D. McRae ES	KG	Granados, Ivett	25
147	Morningside ES	2	Vidales, Maria	23
150	Oakhurst ES	4	Escalante, Lorena	25
150	Oakhurst ES	KG	Lopez, Ana	25
150	Oakhurst ES	KG	Moreno, Paloma	24
152	Oaklawn ES	1	Boyd Gerber, Chelo	27
152	Oaklawn ES	1	Hernandez, Beatriz	26
152	Oaklawn ES	2	Sancen, Mariel	25
152	Oaklawn ES	4	Poetz, Ellen	24
152	Oaklawn ES	KG	Cleveland, Rebecca	24
153	A.M. Pate ES	1	Deisinger, Jo-Ann	23
153	A.M. Pate ES	1	Lassetter, Melissa	23
153	A.M. Pate ES	3	Caudle, Nadine	23
153	A.M. Pate ES	3	Johnson-Tate, Mario	23
156	Ridglea Hills ES	3	Hixon, Laura	25
156	Ridglea Hills ES	3	Lopez Contreras, Alejandra	24
156	Ridglea Hills ES	3	Mccurry, Kasey	25
156	Ridglea Hills ES	3	SANCHEZ, MARIA	25
159	Versia L. Williams ES	2	Barnes, Kimbrelia	23
159	Versia L. Williams ES	2	Ortega Reyes, Evelyn	27
159	Versia L. Williams ES	4	Tarbet, Thomas	24
162	Sagamore Hill ES	3	Barrios, Stephanie	24
162	Sagamore Hill ES	3	Herrera, Maria	23
165	Richard J. Wilson ES	1	Cocios, Gabriela	26
167	South Hills ES	3	Casteel, Brittany	23
168	Springdale ES	3	Hurtado, Manuel	27
169	Sunrise-McMillan ES	2	Toledo, Victor	23
172	W.J. Turner ES	2	Boyle, Nancy	25
172	W.J. Turner ES	4	Sandoval Aranda, Susana	26
178	Westcreek ES	1	Castillo, Loretta	25
178	Westcreek ES	PK	Armenta, Daisee	23
180	Western Hills ES (2-5)	3	Gilbert, Paula	25
180	Western Hills ES (2-5)	3	Pemberton, Mara	23
180	Western Hills ES (2-5)	4	Delgado Gonzalez, Ana	34
186	David K. Sellars ES	2	Diaz, Marcia	23
188	Atwood McDonald ES	2	Johnson, Nikki	26

2022-2023 Class Size Waiver Request

#	Campus Name	Grade	Teacher	Class Size
188	Atwood McDonald ES	2	Keys, Larry	27
188	Atwood McDonald ES	4	Collins, Chikodili	23
188	Atwood McDonald ES	4	Horton, Mikaila	24
206	Bill J. Elliott ES	4	Smith, Evelyn	24
208	T.A. Sims ES	1	Barrientos, Fatima	24
208	T.A. Sims ES	1	Herrera-Delong, Diana	24
208	T.A. Sims ES	2	Moreno, Lydia	24
208	T.A. Sims ES	2	Morin Renteria, Liliam	24
208	T.A. Sims ES	3	Leyva-Corona, Maria	26
208	T.A. Sims ES	3	Sabir, Diamond	23
208	T.A. Sims ES	3	Valdes, Aracely	24
208	T.A. Sims ES	4	Acevedo, Joana	28
208	T.A. Sims ES	4	Flores Martinez, Grecia	24
208	T.A. Sims ES	4	Lobos, Luis	24
208	T.A. Sims ES	KG	Martinez, Monserrat	24
208	T.A. Sims ES	KG	Ruvalcaba Sigala, Vanessa	25
208	T.A. Sims ES	KG	Washington, Jaisha	30
216	Woodway ES	2	Rodriguez, Alma	24
216	Woodway ES	3	Blackwell, Kimberley	25
216	Woodway ES	KG	COURTNEY, JANA	25
216	Woodway ES	PK	Landeros-Jara, Valeria	23
222	Clifford Davis ES	1	Combest, Tiffany	23
222	Clifford Davis ES	1	Conte, Hannah	23
222	Clifford Davis ES	1	HENDERSON, TONCITA	24
222	Clifford Davis ES	1	Wood, Neelee	24
222	Clifford Davis ES	3	COLBERT, RAMONA	23
222	Clifford Davis ES	3	Moore, Tracy	23
222	Clifford Davis ES	4	Carroll, Joseph	26
222	Clifford Davis ES	4	Lewis, Latourica	25
222	Clifford Davis ES	4	Marshall, Chloe	26
222	Clifford Davis ES	4	Smith, Darius	25
223	Cesar Chavez ES	4	Graham, Jennifer	24
225	Bonnie Brae ES	1	Delarosa, Aleida	25
227	Dolores Huerta ES	4	Luna, Aracely	24
227	Dolores Huerta ES	4	Ruiz Ramirez, Juan	26

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

**TOPIC: **APPROVE PROFESSIONAL SERVICES CONTRACT WITH THE
ACADEMY FOR URBAN SCHOOL LEADERSHIP****

BACKGROUND:

Fort Worth ISD was awarded a 2022 - 2023 School Action Fund Cycle 3 Supplemental Continuation Funding Grant to support a District managed restart of Leonard Middle School and Morningside Middle School. This initiative incorporated the Accelerating Campus Excellence (ACE) model (currently being implemented at Leadership Academy Network campuses) at Leonard Middle School and Morningside Middle School through an intentional and community-driven school design that fits the needs of the respective communities. The work, facilitated by the Academy for Urban School Leadership (AUSL) and Fort Worth ISD, focused on designing key drivers that would improve the learning environment and the overall school experience for the students and staff. Students, parents, and staff input were the primary drivers of the effort. In the end, the campus established clear goals for their campus culture and how each person would be engaged within that culture.

Leonard Middle and Morningside Middle Schools will continue the implementation of their turnaround efforts as they enter Phase 2 of their implementation. In addition, four (4) new schools are being targeted to enter Phase 1 of the District turnaround efforts: 1) J.P. Elder Middle School; 2) Meadowbrook Middle School; 3) Monnig Middle School; and 4) Riverside Middle School. The schools in this effort will work together with students, staff, parents, their communities, and district partners to improve on their “Not Rated” status.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Professional Services Contract with the Academy for Urban School Leadership
2. Decline to Approve Professional Services Contract with the Academy for Urban School Leadership
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Professional Services Contract with the Academy for Urban School Leadership

FUNDING SOURCE: *Additional Details*

Special Revenue 498-11-6299-001-XXX-24-417-000000-22L92

COST:

\$275,000 (*Rainwater Charitable Foundation Grant Funds*)

VENDOR:

Academy for Urban School Leadership

PURCHASING MECHANISM:

Letter of Agreement

Purchasing Support Documents Needed:

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

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

J.P. Elder Middle School
Leonard Middle School
Meadowbrook Middle School
Monnig Middle School
Morningside Middle School
Riverside Middle School

RATIONALE:

By incorporating meaningful input from each school’s respective community, students, campus staff, and District partners, the resulting school model will provide for a vibrant, targeted, and relevant learning experience for students. The goal is for these campuses to be rated a ‘C’ or better in the next round of state ratings.

INFORMATION SOURCES:

David Saenz
Jerry Moore
Marcey Sorenson

ACADEMY FOR URBAN SCHOOL LEADERSHIP
AUSL LiberatED Way and Fort Worth ISD AGREEMENT

Services to be Performed For:

Fort Worth ISD
Attention: David Saenz
Email: david.saenz@fwisd.org

Services to be Performed By:

Academy for Urban School Leadership (“AUSL”)
3400 N. Austin
Chicago, IL 60634
312.720.8549
Attention: Martin Green
Email: mgreen@auslchicago.org

1. Engagement.

(a) This Master Vendor Agreement (together with all exhibits, schedules, and addenda entered into by the Parties hereto, the “Agreement”) is entered into as of the Effective Date by and between AUSL and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located in Fort Worth, Tarrant County, Texas (hereinafter “Client”). AUSL and Client may be referred to individually as a “Party” or collectively as the “Parties.” This Agreement sets forth the standard terms and conditions whereby AUSL shall provide the services (the “Services”), in each case as negotiated between AUSL and the Client and set forth in the purchase order(s), statement(s) of work, and/or scope(s) of work (each, a “SOW”) issued under this Agreement and attached hereto as an addendum, each of which are hereby incorporated herein. Any changes to these standard terms and conditions must be submitted in writing and executed by both Parties.

(b) AUSL will issue a SOW to Client at such times AUSL provides specific Services to Client. Each SOW will set forth, as applicable, the description of the Services and the pricing and payment terms, the performance period, the scope, and any other matters as agreed to by the Parties with respect to the Services. AUSL shall not provide any Services without a corresponding SOW provided by an authorized AUSL representative. AUSL shall not provide any services without client’s prior written acceptance of said SOW.

(c) This Agreement and the applicable SOW(s) constitutes AUSL’s offer, and Client’s acceptance is limited to the acceptance of the express terms and conditions stated herein. If Client has made a prior written offer, AUSL’s acceptance of such offer is expressly conditioned on Client’s assent to all of the additional or different terms and conditions stated herein. If there is a conflict between the terms of this Agreement and any response submitted by AUSL in response to a Request for Proposals/Qualifications (“RFP” or “RFQ”), the terms of the response to the RFP or RFQ will control. Client’s acceptance of AUSL’s offer will be evidenced by the execution of this Agreement by a Board authorized representative. Each SOW shall be subject to all of the terms and conditions of this Agreement and shall be deemed a part of this Agreement. If the terms of any SOW conflict with this agreement, the terms of this Agreement shall govern.

(d) Client reserves the right, at any time prior to the completion of the Services, to request changes to the SOW upon giving 30 days advance written notice to AUSL. If any such change results in changes to the delivery time, time of performance or the costs of the Services, AUSL shall promptly notify Client and the Parties will negotiate an equitable adjustment to the affected SOW to accommodate such changes. Any such changes must be authorized in writing in advance by both Parties.

(e) In the event of a request for a change in Services, Client agrees to pay for all Services performed through the effective date of the agreed upon change and in accordance with the payment terms of this Agreement, in addition to the Services and pricing determined and agreed to in writing in the revised SOW.

2. Term.

(a) This Agreement shall commence on the execution date of this contract (the “Start Date”) and, unless earlier terminated as provided herein, canceled, or extended, shall continue until July 31, 2023 (such period, the “Term”).

(b) Notwithstanding any termination of the Agreement, unless otherwise agreed to by the parties hereto, any SOW which by its terms extends beyond the termination of this Agreement shall survive for the term of such SOW under the terms and conditions contained herein as if the Agreement was still in full force and effect.

3. Pricing; Payment.

(a) The Services shall be provided according to the prices terms set forth in the applicable SOW. Client shall provide an approved purchase order for the Services and at the price in accordance with the SOW and in compliance with the applicable Client procurement policies. AUSL shall promptly deliver invoices to Client for the Services provided by AUSL. Payment shall be made to AUSL within thirty (30) days from receipt of such invoice (unless otherwise provided in the applicable SOW).

(b) In the event of a payment dispute AUSL shall at its option, continue to perform under this Agreement, provided that Client shall continue to pay all undisputed amounts hereunder as they become due. AUSL shall maintain all accounting records related to this Agreement and the Services for a period of one (1) year from the date of expiration or termination of the applicable SOW.

4. Subcontractors.

AUSL shall not subcontract nor permit any portion of Provider’s obligations hereunder without the prior written consent of Client. In the event Client consents to AUSL’s use of any subcontractor, such consent shall not relieve AUSL of its obligations under this Agreement. AUSL shall cause any such subcontractor (including any such subcontractor’s employees, officers, agents, or subcontractors) to agree, in writing, to comply with the terms and conditions set forth in this Agreement before such subcontractor commences any work related to the Services.

5. Representations and Warranties; Remedies.

(a) AUSL represents that: (i) AUSL is familiar with Client’s objectives, (ii) AUSL is legally authorized to enter into this Agreement and any SOW hereunder and to perform Client’s obligations hereunder and thereunder, (iii) to the extent AUSL provides any Services hereunder, AUSL possesses the expertise and resources necessary to perform the Services, and (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of AUSL.

(b) With respect to any Services provided hereunder, AUSL warrants that the Services and any corrective action provided by AUSL and/or its subcontractors shall be performed by qualified and competent personnel and shall conform to any specifications set forth in the applicable SOW and the standards and quality generally recognized throughout the industry in which Provider conducts his, her or its business. AUSL MAKES NO REPRESENTATION, AND DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

(c) Client represents it has followed Federal, State and Local applicable procurement policies including, but not limited to approval requirements necessary in order to enter into this agreement; and none of the policies, including approval requirements, prohibit Client from fulfilling the Client obligations under this Agreement, including, but not limited to providing payment for services rendered within the payment terms.

6. Indemnification.

(a) [Reserved]

(b) AUSL agrees and acknowledges that AUSL shall defend, indemnify, and hold Client and its officers, directors, employees, agents, and representatives (collectively, “Client Indemnified Parties”) harmless from and against all Losses incurred or suffered by such Client Indemnified Parties arising out of or in connection with any Claim based upon or arising out of (i) the gross negligence or willful misconduct of AUSL or (ii) AUSL’s breach of this Agreement.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS, THE SERVICES OR THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. Ownership of Documents.

(a) AUSL shall own all right, title, and interest, including all intellectual property rights of any sort, relating to any and all reports or other written, recorded, photographic or visual materials produced by AUSL in connection with, or within the scope of, any Services provided hereunder (collectively “Work Product”). Such rights, however, shall not include any computer programs, processes or any of Client’s pre-existing intellectual property or know-how developed before the commencement of the Services hereunder or not created by AUSL pursuant to a SOW, the rights, title, and ownership of which shall remain with Client. All such Work Product shall be work made for hire to the extent allowed by law and, in addition, to the extent any Work Product or portion thereof is not considered a work made for hire, AUSL hereby assigns all right, title and interest in, to and under such Work Product to AUSL without requirement of further action or further compensation therefor.

(b) AUSL grants to the Client a fully paid up, global, perpetual, irrevocable, non-exclusive license to: (i) use, reproduce, modify, distribute, perform, and display Work Product; and (ii) to produce derivative works of and from Work Product (“Derivative Work”) and to reproduce such Derivative Work, and make, use, reproduce, distribute, perform and display such Derivative Work and derivative works therefrom and reproductions thereof.

(c) In accordance with any state and federal laws and Client policy with respect to student privacy, Client agrees to share the information and/or data relevant to the Work Product results with AUSL in accordance with Fort Worth ISD’s Data Sharing Agreement.

8. Confidentiality.

(a) In addition to any requirements imposed under this Agreement, and any other agreement entered into by the Parties, Client agrees and acknowledges that Client shall, and shall cause all of Client's employees, officers, agents and subcontractors to, guard and keep confidential all non-public information of, concerning or related to AUSL, including, but not limited to, the Services provided under this Agreement, the business, affairs and operations of AUSL, and the employees, students, consultants, directors and agents of AUSL and family members of any such person (including, but not limited to, the names, addresses, phone numbers, email addresses, financial information, grades, test scores, social security numbers or images of any such person) ("Confidential Information"). Client further agrees that Client shall not, and shall cause all of Client's employees, officers, agents and subcontractors not to (i) disclose any Confidential Information to any third party without AUSL's prior written consent or (ii) use any Confidential Information for any purpose except as required in the performance of this Agreement. Client shall immediately notify AUSL upon gaining knowledge of any disclosure, loss or use of any Confidential Information in violation of this Agreement.

(b) Notwithstanding the foregoing, Client shall have the right to disclose any Confidential Information provided hereunder if, in the reasonable opinion of Client's legal counsel, such disclosure is necessary to comply with a court order, applicable law or regulation; provided that where reasonably possible, Client shall notify AUSL prior to making such disclosure so as to allow AUSL to take whatever action AUSL may deem appropriate to protect the confidentiality of the Confidential Information. For purposes of clarity, Client shall have the right to disclose any Confidential Information provided hereunder pursuant to a request under the Freedom of Information Act ("FOIA"), unless such Confidential Information is statutorily exempt from disclosure under FOIA.

(c) All Confidential Information that consists of student personal or educational information will be handled and treated in a manner consistent with the governmental regulations established in The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

(d) The confidentiality obligations hereunder shall survive the termination or expiration of this Agreement.

9. Promotional Use of Name or Marks

Neither Party shall use the other Party's name or any trademark in connection with any advertising, marketing, or other promotional efforts or materials without the prior written approval.

10. Termination.

(a) Either Party may terminate this Agreement in whole, or in part (including any individual SOW hereunder) without liability by giving the other Party written notice thereof at least thirty (30) days prior to the Start Date (or, in the case of termination of an individual SOW, the start date provided therein).

(b) In addition, AUSL or the client may terminate this Agreement in whole, or in part (including any individual SOW hereunder), at any time: (i) upon thirty (30) days' prior written notice for AUSL's convenience; or (ii) immediately upon written notice to Client in the event any term of this Agreement is breached by Client. Should AUSL terminate this Agreement for its convenience, Client must be reimbursed for any services paid for but not rendered. AUSL will make said payment to client within thirty (30) days of AUSL's termination of the Agreement. Should the client terminate this Agreement for its convenience, AUSL must be reimbursed for any services rendered but not paid for. The Client will make said payment to AUSL within thirty (30) days of receipt of a valid invoice.

11. Force Majeure.

(a) Except for payment obligations, neither Party will be liable to the other for failure to perform any obligation or delay in performance resulting from any event not within the control of the Party so delayed and which occurs without its fault or negligence, including, but not limited to, any act of God, act of civil or military authority, act of war whether declared or undeclared, civil disturbance, insurrection or riot, sabotage, fire, inclement weather conditions, unsuitable ground conditions, earthquake, flood, or embargo (each a “Force Majeure Event”); provided, however, the Party suffering a Force Majeure Event shall give written notification to the other Party within three (3) days of that Party’s discovery of such Force Majeure Event and failure to timely notify will be deemed a waiver of any claim for an extension of time for performance.

(b) In the event of a delay in performance excusable under this Section 11, the performance period will be extended by a period of time negotiated by the Parties to overcome the effect of such delay, provided that the Party claiming force majeure promptly and diligently takes steps to remedy the condition and alleviate the effects thereof.

12. Independent Contractor.

AUSL shall at all times be an independent contractor of Client, and nothing in this Agreement shall be deemed to make either Party an agent, employee, or joint venturer of the other. All persons employed by AUSL shall be employees of AUSL and not employees of Client. Neither Party shall be entitled to any benefits that the other Party provides for its own employees, including, without limitation, workers’ compensation and unemployment insurance. Each Party shall be solely and entirely responsible for its acts and the acts of its employees, agents and subcontractors. Neither Party shall, in any way, bind the other party to any third-party, without the express written consent of the other Party.

13. Entire Agreement; Amendments; Non-Waiver.

This Agreement (including any SOW issued hereunder) constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit, or implied with respect to the subject matter hereof, with the exception of any response by AUSL to Client’s request for proposal, if any. Any amendment, supplement or assignment of this Agreement must be in writing and signed by both Parties. This Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and permitted assigns. A Party’s failure to insist upon the performance of any term of the Agreement will not be construed as a waiver of that Party’s present or future right to such performance and each Party’s obligations in respect thereto will continue in full force and effect. In the event of any inconsistency between the terms of the main body of this Agreement and any SOW, the terms of the main body of this Agreement will govern to the extent of the inconsistency.

14. Severability.

If any section or provision of this Agreement is finally adjudicated invalid or unenforceable by any court of law or governmental agency having jurisdiction over the subject matter herein, all other sections and provisions hereof not affected by such judgment, decree or regulation shall remain in full force and effect and be fully binding upon the Parties.

15. Applicable Law/Venue.

All disputes regarding the construction, interpretation, and the Parties’ obligations under this Agreement will be governed by the laws of the State of Texas, notwithstanding any of that state’s laws to the contrary. The venue and jurisdiction for the resolution of any such disputes will be Tarrant County, Texas. Each Party waives, to the fullest extent permitted by applicable law, any objection to the laying of venue in such courts

of any legal action or proceeding arising out of or relating to this Agreement and any claim that any such action or proceeding has been brought in an inconvenient forum.

16. Remedies.

The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

17. Authority.

The individual signing this Agreement on behalf of AUSL represents and warrants that he or she is expressly and duly authorized by AUSL to execute this Agreement and to legally bind AUSL as set forth herein and such individual does not assume any personal liability hereunder. If Client is an entity, the individual signing this Agreement on behalf of Client represents and warrants that he or she is expressly and duly authorized by Client to execute this Agreement and to legally bind Client as set forth herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Master Vendor Agreement to be effective as of the day, month and year last executed below.



Name of Client: Fort Worth ISD

By: David Saenz

Signature: _____

Title: Chief Innovation Officer

AUSL: Academy for Urban School Leadership

By (type or write name): Amy Jackson



Signature: _____

Signed 9/13/2022

Title: Chief Financial Officer

Fort Worth Independent School District

Signature: _____
Tobi Jackson, Board President

Signature: _____
Interim Superintendent

Implementing Community-Driven Visions for Student Learning at FWISD Middle School Leadership Academies

Background & Context

Over the course of this school year, the AUSL LiberatED Way team has partnered closely with current and emerging leaders across the Leonard and Morningside school communities - school leaders, teachers, families, students, community partners, and district leaders - in an inclusive, student-centered design effort to define the rigorous, relevant, and affirming experiences that will define the Leonard and Morningside Leadership Academies. By the end of the school year, each school's design team will have accomplished the following:

- Established and socialized a clearly articulated vision for the desired student experience through a graduate portrait and accompanying priority student look-fors / classroom observation tool
- Portrait of a teacher outlining the consistent practices and core beliefs of each school's teachers, also to be leveraged throughout the hiring process
- Crosswalk between the portrait of a teacher and the T-TESS teacher evaluation framework
- Current state assessment of where the school is currently in its journey to create the conditions needed its vision for the student experience to come to fruition, including enabler and barriers
- Priority student-centered focus areas for SY23
- Comprehensive SY23 strategic plan including measurable outcomes as well as professional learning and stakeholder engagement approaches
- Initial continuous improvement cycles

Each school will benefit from continued partnership in order to build team capacity in targeted areas, ultimately driving steady progress toward the goals outlined in the Leadership Academy strategic plans. Additionally, Fort Worth ISD will benefit from a partner to help elevate key learnings around Leadership Academy implementation successes and challenges that can be leveraged to shape more strategic school resourcing and district level partnership at scale.

Partnership Goals

At Leonard and Morningside Leadership Academies,

- Implement SY23 priority practices and structures in alignment with the graduate portrait and strategic plan
- Support each principal in her leadership development journey
- Build capacity of extended leadership teams to consistently deliver high quality coaching and professional learning experiences in alignment with SY23 priorities and targeted student outcomes
- Drive meaningful, ongoing family and community partnership experiences that support graduate portrait-aligned priorities
- Establish consistent and effective cycles of continuous improvement
- Comprehensively assess and report out on the state of teaching and learning to inform district-level resourcing and supports

Project Description

Deliverables, key activities, timing, and resources are laid out in the table below:

Key Project Component	Essential Question	Key Deliverables	Key Activities

<p>SY23 Leadership Academy Priorities Implementation, Extended Leadership Team Capacity Building</p> <p>Resources include:</p> <ul style="list-style-type: none"> • Teacher Development Partner • Leadership Development Partner(s) • Family and Community Engagement Advisor 	<p>How might we take a “gradual release” approach that ensures movement on SY23 priorities while building capacity of each school’s extended leadership team to effectively implement priority initiatives going forward?</p>	<ul style="list-style-type: none"> • Middle School Leadership Academy celebratory kickoff event • Professional learning scope/sequences and research-based content for priority SY23 focus areas • Priority owner (teacher leader, AP) facilitator training and ongoing coaching • Co-facilitation of priority-aligned professional learning and coaching series with teachers • Ongoing advising on family and community engagement plan implementation • Additional ad-hoc coaching support aligned with identified areas of additional need throughout the project 	<ul style="list-style-type: none"> • Plan and co-facilitate Middle School Leadership Academy Kickoff event (early/mid-August) for all staff at Leonard and Morningside middle schools <p>Through weekly virtual touchpoints and bi-weekly in-person planning/coaching/facilitation visits:</p> <ul style="list-style-type: none"> • Co-design and/or refine professional learning scope/sequences and research-based content for priority focus areas in collaboration with priority owners (July) • Co-facilitate summer teacher professional learning experiences (August) • Co-facilitate ongoing teacher professional learning and coaching cycles (September-June) • Provide ongoing targeted coaching and feedback to extended leadership team members (July-June) • Provide ongoing advising on family and community engagement plans (July-June) • Provide additional ad-hoc coaching support aligned with identified areas of additional need throughout the project (September-June)
<p>LiberatED Leader Principal Development Journey</p> <p>Resources include:</p> <ul style="list-style-type: none"> • Leadership Development Partner(s) 	<p>How might we provide intensive, targeted coaching support to help accelerate each principal’s growth as a leader in the areas that are most important given their school’s context?</p>	<ul style="list-style-type: none"> • LiberatED Leaders Link-Up in Chicago (includes principal lodging costs) • Adapted LiberatED Leader development framework adapted for FWISD Leadership Academies • LiberatED leadership focus areas through collaborative assessment process • Coaching plan • Bi-weekly 90-minute virtual coaching sessions • Monthly school/classroom walks and reflection/coaching sessions (half-day) • Written progress reports aligned with coaching plan • Monthly stepbacks with executive director 	<ul style="list-style-type: none"> • Through a collaborative assessment process including principal and executive director input and reflection, determine LiberatED leader areas for development focus and coaching plan (July) • Facilitate bi-weekly, 90 minute virtual coaching sessions, documenting and sharing progress and action steps with executive director (August-June) • Facilitate monthly stepbacks with executive director (September-June)
<p>District State of Teaching and Learning Report & Continuous Improvement Cycles</p>	<p>How might we help district leaders to provide more strategic support to Leadership Academies</p>	<ul style="list-style-type: none"> • BOY and EOY “State of Teaching & Learning” assessment report including quantitative and qualitative deep-dive into the extent to which grade-level, engaging/relevant 	<ul style="list-style-type: none"> • Conduct BOY and EOY State of Teaching & Learning assessment and district stepback (September, April)

<p>Resources include:</p> <ul style="list-style-type: none"> • Director of Program Design • Teacher Development Partner • Leadership Development Partner 	<p>through a comprehensive and research-based assessment of the state of teaching and learning in each school?</p>	<p>instruction is present (includes classroom observation; interviews, focus groups, and surveys with students, families, teachers/staff, community partners, and school leaders; programming inventory; analysis of student work; and formative and summative assessment / perception data)</p> <ul style="list-style-type: none"> • Bi-weekly plan, do, study, act (PDSA) cycles with extended school leadership team including SY23 priority owners • 3 learning stepbacks including classroom walks with executive director and other selected district leadership 	<ul style="list-style-type: none"> • Through gradual release model, co-facilitate PDSA cycles with extended leadership team including documented takeaways and action steps (September-June) • Co-facilitate 3 learning stepbacks (October, February, April)
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Success will be measured by:

- Meeting or exceeding targets on selected metrics defined in each school’s leadership academy strategic plan (assessed in accordance with strategic plan)
- Principal, teacher leader, and principal supervisor qualitative feedback on their professional learning and coaching experience (assessed monthly)
- Level and quality of student, family, and community engagement throughout the implementation process (assessed monthly)
- Improvements in student, parent, and staff perceptions based on research-based surveys (assessed bi-annually)
- Principal, teacher leader, and principal supervisor calibration against targeted student actions and classroom and school look-fors aligned to graduate portraits (assessed monthly)
- Teacher demonstration of growth against graduate portrait-aligned rubrics developed during the project (assessed bi-weekly)

Community-Driven FWISD Middle School Transformation Design and Professional Learning Community - SY23

Background & Context

Over the course of this school year, the AUSL LiberatED Way team has partnered closely with current and emerging leaders across the Leonard and Morningside school communities - school leaders, teachers, families, students, community partners, and district leaders - in an inclusive, student-centered design effort to define and strategically plan for the rigorous, relevant, and affirming experiences that will define the Leonard and Morningside Leadership Academies next year. Building on the important learnings from this effort, the AUSL LiberatED Way team will support a cohort of 5 additional middle schools to begin a similar, enhanced transformation journey in SY23 while also more explicitly harvesting the network effects present in a larger cohort through communities of practice that also include key learnings from the Leonard and Morningside experience.

Partnership Goals

In partnership with diverse, representative design teams at each campus, the AUSL LiberatED Way team will help each school community and Fort Worth ISD propel toward the following primary goals across 3 coherent phases of work in SY23:

1. Establish the **Fort Worth ISD middle school transformation design playbook 1.0** which includes consistent expectations, flexibilities, and aligned district resources and supports

2. Align on a **whole-child vision for the student experience** as articulated through a portrait of a graduate, aligned student look-fors, and accompanying strategic plan for SY24
 3. **Onboard student and parent/community councils** focused on designing, supporting, and holding the school accountable to graduate portrait progress
 4. Define, norm on, and begin implementing a **T-TESS and graduate portrait aligned teacher development framework** to guide teacher coaching and planning in PLCs starting in the spring of SY23
 5. **Grow principals and their leadership teams** in their ability to lead adaptive, inclusive change in both school culture and instruction in alignment with T-PESS
 6. Establish a cohort-wide **Middle School Transformation Professional Learning Community** that provides fertile ground for shared learning and collective leadership development across the 7 schools (5 new redesign schools as well as Leonard and Morningside).
-

Project Description

Deliverables, key activities, timing, and resources are laid out in the table below:

Project Phase	Essential Question	Key Deliverables	Key Activities	Timing
FWISD Middle School Transformation Playbook Development 1.0	How might the district communicate clearer expectations, supports, and flexibilities to middle school leaders to better support them on their design and transformation journey?	<ul style="list-style-type: none"> • Middle School transformation key learnings and needs assessment report • Leadership Academy Playbook 1.0 • Half-day learning and planning session with Playbook 	<ul style="list-style-type: none"> • Interview Morningside, Leonard, and new redesigning middle school leadership to better understand needs and opportunities • Define non-negotiables, consistent practices/structures in areas that include curriculum and instruction, culture, extended school day, SEL, talent etc.; related tools and resources • Define district resources and supports to which transformation middle schools will have access • Articulate transformation middle school flexibilities • Engage middle school leaders in learning and planning around the playbook (integrate into FY24 strategic planning process) 	September 2022 - February 2023
Community-driven design of the desired student experience	How might we leverage a liberatory design approach and cohort-wide PLCs to galvanize a diverse community of leaders, including students and parents, in determining each Leadership Academy's north star for student learning?	<ul style="list-style-type: none"> • Preliminary campus needs assessment • School-specific design teams engaged individually and as a cohort PLC • School-specific graduate portraits • School-specific, student-centered classroom observation rubric • Student and family/community council • T-PESS aligned principal development plans and coaching 	<ul style="list-style-type: none"> • Conduct listening and learning tour at each campus culminating in campus needs assessments and key takeaways to inform the design process • Establish diverse design teams in collaboration with principals • Establish a student and family/community council • Co-facilitate bi-weekly working sessions with design teams alternating between in-person cohort-wide PLCs and individual school team virtual sessions (includes training on liberatory design and foundational focus areas around school culture and instruction); Leonard and Morningside to be included • Publish a professionally designed, student-centered graduate portrait for each campus • Define graduate portrait aligned, student-centered classroom look-fors and organize in a coherent classroom observation tool 	September - December 2022

			<ul style="list-style-type: none"> • Work with school leadership to establish and engage student and parent councils • Provide bi-weekly 1-on-1 virtual development coaching with principals following a T-PESS aligned self and supervisor assessment process 	
Norming and coaching on graduate portrait aligned teaching and learning in practice	How might the instructional leadership team build their collective understanding of what graduate portrait aligned learning looks like and how to coach to it? How might leadership establish strategic priorities and an associated implementation plan for SY24?	<ul style="list-style-type: none"> • School-specific, T-TESS aligned teacher development roadmap resource and calibration • School-specific community of practice • SY24 strategic plan 	<ul style="list-style-type: none"> • Facilitate the design of a T-TESS aligned teacher development roadmap resource • Leverage qualitative and quantitative data to assess spring and SY24 campus priority focus areas in alignment with graduate portrait goals • Through bi-weekly virtual and in-person classroom observation, calibrate with instructional leadership team on teacher development roadmap • Align on spring SY23 priority areas • Engage in bi-weekly, data-driven continuous improvement stepbacks centered on teacher development roadmap goals • Develop a comprehensive SY24 strategic plan • Continue to provide bi-weekly 1-on-1 virtual development coaching with principals 	January - June 2023

Our AUSL LiberatED Way team will perform the work outlined above on a fixed fee basis for a total of \$275,000, including travel and expenses, to be paid on an agreed upon schedule between September 2022 and June 2023.

Key Success Measures

Success will be measured by:

- Meeting or exceeding targets on selected metrics defined in each school’s leadership academy strategic plan (assessed in accordance with strategic plan)
- Design team member qualitative feedback on their professional learning and coaching experience (assessed monthly)
- Principal growth in targeted T-PESS areas

- Level and quality of student, family, and community engagement throughout the implementation process
- Improvements in student, parent, and staff perceptions based on research-based surveys
- Principal, teacher leader, and principal supervisor calibration against targeted student actions and classroom and school look-fors aligned to graduate portraits
- Initial teacher demonstration of growth against graduate portrait-aligned rubrics developed during the project

How the AUSL LiberatED Way team commits to partnering with the Fort Worth community throughout this work:

- We treat Fort Worth students as our students – we are ultimately accountable to them; they come first, always.
- Your investment is our investment – we expect a return in the form of Fort Worth student success.
- While we have expertise to bring, we take a learner’s stance. We have much to learn from you, your team, and the Fort Worth community.
- We are asset-based – we look for Fort Worth assets to build on in our work with you. We will work with you to leverage our collective relationships in and outside the Fort Worth community.
- We focus on forging a true partnership with you characterized by radical candor and transparency – our students deserve it.

AUSL LiberatED Way story and demonstration of results:

Our LiberatED Way approach, an innovative model for school revitalization that has emerged as a holistic national consulting model for inclusive and equity-centered school revitalization informed by AUSL Chicago’s turnaround and school management successes, challenges, and learnings over the past 15 years. The LiberatED Way is directly impacting 25,000 students across over 50 schools in 9 cities around the country, including Fort Worth, with additional positive impact on other school communities and districts we touch through the work. In each of these school communities, we have seen clear evidence of changes in adult perceptions and behaviors related to culture of learning, social-emotional development, instructional excellence, equity, inclusiveness, and identity. Each school community we work with has or will have established an equity-centered vision for a liberated student experience, foundational school structures for culture and instruction, authentic family and community partnerships, and a robust and aligned teacher development system. Further, the LiberatED Way model is built squarely on the following research which aligns with successful school improvement initiatives that lead to student academic and social-emotional success:

- The holistic approach espoused in the equity-centered graduate portrait is aligned with the goals of ambitious instruction, deep learning, social-emotional development, and equity-centered identity empowerment that research supports as essential for holistic school and student success (Mehta & Fine, 2019; Durlak et al., 2011; Garcia & Weiss, 2016; McGlone & Aronson, 2006).
- We know that school improvement is enhanced by creating inclusive governance structures, which in turn engender teacher buy-in, the development of shared vision, and impactful parental engagement (Bryk et al., 2015; Goodall, 2017; Sebring et al., 2006; Heck & Hallinger, 2009; Supovitz et al., 2019; Turnbull, 2002).
- Our approach is centered on bringing teams together in dialogue around user-centered data and cycles of learning that are responsive to local contextual conditions (McLaughlin, 1990; Spillane & Sherer, 2011; Bryk et al., 2015; Coburn 2003; Cobb, McClain, de Silva Lamberg, & Dean, 2003; Gutierrez & Penuel, 2014).

AUSL School Management in Chicago, one of the most important R&D laboratories for the LiberatED Way model, has played a major role in informing the LiberatED Way approach and resourcing. As of the last accountability rating period in Chicago (2019), AUSL managed schools achieved the following results across 31 neighborhood public schools (formerly turnaround schools):

- 71% in good standing with the district (equivalent of A and B schools)

- Over 50% of 8th graders performing at or above grade level on NWEA MAP Math and ELA
- 97% accepted to college

93% of AUSL students qualify for free and reduced lunch.

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

**TOPIC: **APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED AS OF SEPTEMBER 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 (3) years 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 September 1, 2022
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified as of September 1, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified as of September 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

T-TESS Appraisers 2022-2023

September 27, 2022

School Name & Number	Position Highlight = New to	First Name	Last Name
001 Carter-Riverside HS	Principal	Victor	Alfaro
001 Carter-Riverside HS	Assistant Principal	Stephen	Jones
001 Carter-Riverside HS	Assistant Principal	Marron	McWilliams
001 Carter-Riverside HS	Assistant Principal	Irma	Natoli
002 Arlington Heights HS	Principal	Sarah	Weeks
002 Arlington Heights HS	Assistant Principal	Shayma	Alzubi
002 Arlington Heights HS	Assistant Principal	Anahi	Esparza
002 Arlington Heights HS	Assistant Principal	Stanley	Johnson
002 Arlington Heights HS	Assistant Principal	Precious	Poullard
002 Arlington Heights HS	Assistant Principal	Melissa	Strom
003 South Hills HS	Principal	Rodrigo	Durbin
003 South Hills HS	Assistant Principal	Amanda	Bradley
003 South Hills HS	Assistant Principal	Dale	Daniel
003 South Hills HS	Assistant Principal	Leticia	Esparza
003 South Hills HS	Assistant Principal	Jennifer	Kleiber
003 South Hills HS	Assistant Principal	Michael	Mihalik
004 Diamond Hill-Jarvis HS	Principal	James	Garcia
004 Diamond Hill-Jarvis HS	Assistant Principal	Jose	Luna
004 Diamond Hill-Jarvis HS	Assistant Principal	Elsie	Wartelle
004 Diamond Hill-Jarvis HS	Assistant Principal	Andrew	Zachry
005 Dunbar, Paul Laurence HS	Principal	Justin	Edwards
005 Dunbar, Paul Laurence HS	Assistant Principal	Claire	Anderson
005 Dunbar, Paul Laurence HS	Assistant Principal	Andre	Jenerson
005 Dunbar, Paul Laurence HS	Assistant Principal	Artis	Royal
006 Eastern Hills HS	Principal	Katrina	Smith
006 Eastern Hills HS	Assistant Principal	Marcus	Benton
006 Eastern Hills HS	Assistant Principal	Kimberly	Jenkins
006 Eastern Hills HS	Assistant Principal	Latisha	Manning
006 Eastern Hills HS	Assistant Principal	Paula	Pennil
008 Northside HS	Assistant Principal	Manuel	DeLaCruz
008 Northside HS	Assistant Principal	Ellen	Verreault
008 Northside HS	Assistant Principal	Michelle	Guerra
008 Northside HS	Assistant Principal	Gloria	Menchaca
008 Northside HS	Assistant Principal	Paula	Pederson
008 Northside HS	Assistant Principal	Anel	Saldivar
008 Northside HS	Principal	Antonio	Martinez
009 Polytechnic HS	Principal	Nick	Torrez
009 Polytechnic HS	Assistant Principal	Darlene	Ford
009 Polytechnic HS	Assistant Principal	Maria	Perez
009 Polytechnic HS	Assistant Principal	James	Sparrow
009 Polytechnic HS	Assistant Principal	Summer	Vasquez
010 Paschal, R.L. HS	Principal	Troy	Langston

T-TESS Appraisers 2022-2023

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010 Paschal, R.L. HS	Assistant Principal	Jessica	Leavitt
010 Paschal, R.L. HS	Assistant Principal	Jennifer	Pate
010 Paschal, R.L. HS	Assistant Principal	Ben	Swanson
010 Paschal, R.L. HS	Assistant Principal	Jacqueline	Trevino-Garcia
010 Paschal, R.L. HS	Assistant Principal	Randy	Young
011 Trimble Technical HS	Principal	(Angel) Jose	Lara
011 Trimble Technical HS	Assistant Principal	Amber	Miller
011 Trimble Technical HS	Assistant Principal	Robyn	Urbani
011 Trimble Technical HS	Assistant Principal	Deonda	Wilson
014 Southwest HS	Principal	John	Engel
014 Southwest HS	Assistant Principal	Willie	Cormier
014 Southwest HS	Assistant Principal	Paola	Rodriguez
015 Western Hills HS	Principal	Keri	Flores
015 Western Hills HS	Assistant Principal	Ronald	Anderson
015 Western Hills HS	Assistant Principal	Susan	Bowers
015 Western Hills HS	Assistant Principal	Ehrica	Martin
016 Wyatt, O.D. HS	Principal	Howard	Robinson
016 Wyatt, O.D. HS	Assistant Principal	Delan	Peebles
016 Wyatt, O.D. HS	Assistant Principal	Eric	Poullard
016 Wyatt, O.D. HS	Assistant Principal	Tiffany	Ross
016 Wyatt, O.D. HS	Assistant Principal	Corey	Shepard
019 Metro Opportunity HS	Principal	Aundra	Bohanon
019 Metro Opportunity HS	Assistant Principal	Denisha	Ibiezugbe
021 Success HS	Principal	Ingrid	Williams
021 Success HS	Assistant Principal	Jose	Saldivar
024 Detention Center	Principal	Mark	Cerja
024 Detention Center	Assistant Principal	Tracy	Cass
026 Jo Kelly School	Principal	Amelia	McMillen
040 JJAEP (Pathways II)	Principal	Mark	Cerja
042 Daggett, E.M. MS	Principal	Tracy	Smith
042 Daggett, E.M. MS	Assistant Principal	Tyretha	Smith
043 Wedgwood 6th Grade	Assistant Principal	Roberto	Santana (sub)
043 Wedgwood 6th Grade	Principal	Cheryl	Johnson
044 Elder, J.P. MS	Principal	David	Trimble
044 Elder, J.P. MS	Assistant Principal	Frances	Newton
044 Elder, J.P. MS	Assistant Principal	David	Sharp
044 Elder, J.P. MS	Assistant Principal	Kimberly	Young
045 Forest Oak MS - LA	Principal	Seretha	Lofton
045 Forest Oak MS - LA	Principal	Steven	Moore
045 Forest Oak MS - LA	Assistant Principal	Krystle	Marberry
045 Forest Oak MS - LA	Assistant Principal	Leann	Roach
048 William James MS	Principal	Melissa	Rincon
048 William James MS	Assistant Principal	Olawale	Rotimi
048 William James MS	Assistant Principal	Sandra	Saenz Huerta

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049 Kirkpatrick MS	Principal	Jeffrey	Bartolotta
049 Kirkpatrick MS	Assistant Principal	Marie	Boodhna
050 McLean, W.P. MS	Principal	Barbara	Ozuna
050 McLean, W.P. MS	Assistant Principal	DeAndrea	Bivens
050 McLean, W.P. MS	Assistant Principal	Timothy	Nors
051 Meacham, W.A. MS	Principal	Carlos	Mendoza
051 Meacham, W.A. MS	Assistant Principal	Gilbert	Escamilla
051 Meacham, W.A. MS	Assistant Principal	Deleceia	McGee
052 Meadowbrook MS	Principal	Kristin	Foreman
052 Meadowbrook MS	Assistant Principal	Carla	Miranda Sanchez
052 Meadowbrook MS	Assistant Principal	Damon	Sumner
053 William Monnig MS	Principal	Kellye	Kirkpatrick
053 William Monnig MS	Assistant Principal	Erica	Ward
053 William Monnig MS	Assistant Principal	Sara	Woodson
054 Morningside MS	Principal	Monica	Garrett
054 Morningside MS	Assistant Principal	Omar	Martinez
054 Morningside MS	Assistant Principal	Rhonda	McGuire
055 Applied Learning	Principal	Alice	Buckley
055 Applied Learning	Assistant Principal	Elodia	Escamilla
056 Riverside MS	Principal	Ryan	Catala
056 Riverside MS	Assistant Principal	Effie	Hallman
056 Riverside MS	Assistant Principal	Aaron	Levy
057 Rosemont MS	Principal	Xavier	Sanchez
057 Rosemont MS	Assistant Principal	Valerie	Barron
057 Rosemont MS	Assistant Principal	April	Beltran
057 Rosemont MS	Assistant Principal	Jordan	Rodriguez
057 Rosemont MS	Assistant Principal	Jeremy	Trettel
058 Stripling, W.C. MS	Principal	Amy	Chritian
058 Stripling, W.C. MS	Assistant Principal	Brandy	Sachs
059 Jacquet, J. Martin MS	Principal	Channa	Barrett
059 Jacquet, J. Martin MS	Assistant Principal	Jacqlene	Jacques
060 Wedgwood MS	Principal	Robert	Burrell
060 Wedgwood MS	Assistant Principal	Oneva	Campbell
060 Wedgwood MS	Assistant Principal	Eian	Preston
061 Leonard MS	Principal	Sara	Gillaspie
061 Leonard MS	Assistant Principal	Manuel	Alvarado
061 Leonard MS	Assistant Principal	Kalicia	Williams
062 International Newcomer	Principal	Angelia	Ross
062 International Newcomer	Assistant Principal	Jacques	Robinson
064 Forest Oak 6th Grade LA	Principal	Seretha	Lofton
064 Forest Oak 6th Grade LA	Principal	Steven	Moore
064 Forest Oak 6th Grade LA	Assistant Principal	Shana	Day
064 Forest Oak 6th Grade LA	Assistant Principal	Sonia	Fortson
064 Forest Oak 6th Grade LA	Dean of Literacy for Secor	Fanny	Sancen-Salinas

T-TESS Appraisers 2022-2023

September 27, 2022

069 McLean 6th Grade	Principal	Karen	Brown
069 McLean 6th Grade	Assistant Principal	Christina	McCloud
070 Jean McClung MS	Principal	Tremayna	Thomas
070 Jean McClung MS	Assistant Principal	Samuel	Blocklyn
070 Jean McClung MS	Assistant Principal	Terrance	Branch
071 Benbrook MS/HS	Principal	Richard	Penland
071 Benbrook MS/HS	Assistant Principal	Phillip	Adams
071 Benbrook MS/HS	Assistant Principal	Dexter	Dotson
071 Benbrook MS/HS	Assistant Principal	Linda	Grubbs
071 Benbrook MS/HS	Assistant Principal	Michelle	Schwalls
081 YWLA	Principal	Tamara	Albury
081 YWLA	Assistant Principal	Laura	Bennett
081 YWLA	Assistant Principal	Imelda	Dunlap
082 TABS	Principal	Jack	Henson
082 TABS	Assistant Principal	Phillip	Anderson
083 YMLA	Principal	Rodney	White
083 YMLA	Assistant Principal	Diana	Garcia-Allen
084 World Languages Institute	Principal	Marie-Lise	Mosbeux
084 World Languages Institute	Assistant Principal	Naomi	White
085 Marine Creek Collegiate	Principal	Tom	Fraire
085 Marine Creek Collegiate	Assistant Principal	Jessica	Tackett
086 TCC South FWISD Collegiate	Principal	Quanda	Collins
086 TCC South FWISD Collegiate	Assistant Principal	Lorena	Hufnagle
087 VPA/STEM I.M. Terrell HS	Principal	Baldwin (Ricky)	Brown
087 VPA/STEM I.M. Terrell HS	Assistant Principal	Lynsey	Charles
101 Alice Carlson ES	Principal	Elizabeth	Kelz
101 Alice Carlson ES	Assistant Principal	Sheri	Coll
103 Benbrook ES	Principal	Samantha	Gonzalez
103 Benbrook ES	Assistant Principal	Kristin	Hood
104 Boulevard Heights	Principal	Terry	Guthrie
104 Boulevard Heights	Assistant Principal	Matrail	Rogers
105 West Handley ES	Principal	Shelbi	Reed
105 West Handley ES	Assistant Principal	Amparo	Martinez
107 Burton Hill ES	Principal	John (Mattew)	Bradford
107 Burton Hill ES	Assistant Principal	Juanita	White
110 Carroll Peak ES	Principal	Kalyn	Sanjacinto
110 Carroll Peak ES	Assistant Principal	Paula	Silva
111 Carter Park ES	Principal	Cassandra	McCalister
111 Carter Park ES	Assistant Principal	Oksana	Snegirov
114 Manuel Jara ES	Principal	Angelica	Castañeda
114 Manuel Jara ES	Assistant Principal	Adrienne	Collins
115 George C. Clarke ES	Principal	Brenda	Fouse
115 George C. Clarke ES	Assistant Principal	Katy	Reed
116 Lily B. Clayton ES	Principal	Stephanie	Hughes

T-TESS Appraisers 2022-2023

September 27, 2022

116 Lily B. Clayton ES	Assistant Principal	Eric	Montoya
117 Como ES - LA	Principal	Shawn	Buchanan
117/124/129/144	Dean of Literacy for Elem	Megan	Pride
118 Hazel Harvey Peace ES	Principal	Kelli	Taulton
118 Hazel Harvey Peace ES	Assistant Principal	Melonee	Harris
119 Daggett, E.M. ES	Principal	Kendall	Miller
119 Daggett, E.M. ES	Assistant Principal	Jennifer	Ramirez
120 Rufino Mendoza ES	Principal	Timothy	Johnson
120 Rufino Mendoza ES	Assistant Principal	Araceli	Espinoza
121 De Zavala ES	Principal	Marlette	Martinez
121 De Zavala ES	Assistant Principal	Keith	Christmas
121 De Zavala ES	Assistant Principal	Leslie	Hoagland
122 Diamond Hill ES	Principal	Marlyn	Martinez
122 Diamond Hill ES	Assistant Principal	Daisy	Sancen-Salinas
123 S.S. Dillow ES	Principal	Nichole	Burkhardt
123 S.S. Dillow ES	Assistant Principal	Ylana	Rhynes
124 Maude I. Logan ES - LA	Principal	Michael	Conner
124 Maude I. Logan ES - LA	Assistant Principal	Angela	Hall
125 Eastern Hills ES	Principal	Whitney	Scott
125 Eastern Hills ES	Assistant Principal	Charmika	May
126 East Handley ES	Principal	Tiffany	Hayes
127 Christene C. Moss ES	Principal	Charla	Staten
127 Christene C. Moss ES	Assistant Principal	Ramon	Munguia
129 John T. White ES - LA	Principal	Nikita	Moye
129 John T. White ES - LA	Assistant Principal	Julissa	Gomez
130 Harlean Beal ES	Principal	Jodie Crystal	Courtade
130 Harlean Beal ES	Assistant Principal	Ellen	Eilerts
132 Glen Park ES	Principal	Hilda	Herrera
132 Glen Park ES	Assistant Principal	Andrea	Amerson
133 W.M. Green ES	Principal	Edra	Bailey
133 W.M. Green ES	Assistant Principal	Veleria	Brown
134 Greenbriar ES	Principal	Lindsay	Staros
134 Greenbriar ES	Assistant Principal	Angela	Jenkins
135 Van Zandt-Guinn ES	Principal	Debora	Fuentes
135 Van Zandt-Guinn ES	Assistant Principal	Joyce	Bowens Thomas
137 Hubbard Heights ES	Principal	Edgar	Gonatic
137 Hubbard Heights ES	Assistant Principal	Felicia	Moody
138 H.V. Helbing ES	Principal	Ana	Morales
138 H.V. Helbing ES	Assistant Principal	Drew	Lowen
139 Milton L. Kirkpatrick ES	Principal	Christine	Hooser-Kelley
139 Milton L. Kirkpatrick ES	Assistant Principal	Elizabeth	Alejandro
141 Meadowbrook ES	Principal	Suzelle	Birkmire
141 Meadowbrook ES	Assistant Principal	Swymeala	Lampkins
143 D. McRae ES	Principal	Scott	Runyan

T-TESS Appraisers 2022-2023

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143 D. McRae ES	Assistant Principal	Tranessa	Fisher
144 Mitchell Blvd ES - LA	Principal	Danny	Fracassi
144 Mitchell Blvd ES - LA	Assistant Principal	Amanda	Tiede
146 M.H. Moore ES	Principal	Ricardo	Alvarez Uzcategui
146 M.H. Moore ES	Assistant Principal	Katy	Myers
147 Morningside ES	Principal	Vanessa	Cuarenta
147 Morningside ES	Assistant Principal	Nealie	Kinchion
148 Charles E. Nash ES	Principal	Blanca	Galindo
148 Charles E. Nash ES	Assistant Principal	Pamela	Carroll
150 Oakhurst ES	Principal	Claudia	Jacobo Martinez
150 Oakhurst ES	Assistant Principal	Fernando	Cardoso
151 Natha Howell ES	Principal	Monica	Granados
151 Natha Howell ES	Assistant Principal	Robyn	May
152 Oaklawn ES	Principal	Nanendra	Golding
152 Oaklawn ES	Assistant Principal	Kadoria	Burgess
153 A.M. Pate ES	Principal	Shayla	Sharp
153 A.M. Pate ES	Assistant Principal	LaJoy	McCoy
154 Mary Louise Phillips ES	Principal	Christina	Nandayapa
154 Mary Louise Phillips ES	Assistant Principal	Keith	Haliburton
156 Ridglea Hills ES	Principal	Crenesha	Cotton
156 Ridglea Hills ES	Assistant Principal	Ellen	Starr
157 Luella Merrett ES	Principal	Aura	Angel
157 Luella Merrett ES	Assistant Principal	Lindsay	Velasquez
159 Versia L. Williams ES	Principal	Alexandra	Montes
159 Versia L. Williams ES	Assistant Principal	Sonya	Askew
160 Maudrie M. Walton ES	Principal	Rediesha	Allen
160 Maudrie M. Walton ES	Assistant Principal	Tequila	Lockridge
161 Sam Rosen ES	Principal	Alberto	Herrera
161 Sam Rosen ES	Assistant Principal	Jennifer	Sanchez
162 Sagamore Hill ES	Principal	Pamela	Carrick
163 Bruce Shulkey ES	Principal	Mandi	Spoon
163 Bruce Shulkey ES	Assistant Principal	Priscilla	Shackleford
165 Richard J. Wilson ES	Principal	Irma	Ayala
165 Richard J. Wilson ES	Assistant Principal	Tresha	Johnson
166 South Hi Mount ES	Principal	Melissa	Bryan
166 South Hi Mount ES	Assistant Principal	Elizabeth	Foreman
167 South Hills ES	Principal	Melissa	Russell
167 South Hills ES	Assistant Principal	Cynthia	Flores
168 Springdale ES	Principal	LeAnn	Moreno
169 Sunrise-McMillan ES	Principal	LaTres	Cole
171 Tanglewood ES	Principal	Dana	McKenzie
171 Tanglewood ES	Assistant Principal	Doug	Mocek
172 W.J. Turner ES	Principal	Deborah	Baez-Carrasquillo
172 W.J. Turner ES	Assistant Principal	Dirrick	Butler

T-TESS Appraisers 2022-2023

September 27, 2022

175 Washington Heights ES	Principal	Mary Jane	Cantu
175 Washington Heights ES	Assistant Principal	Shelly	Mayer
176 Waverly Park ES	Principal	Roberto	Baeta-Gutierrez
176 Waverly Park ES	Assistant Principal	Jamie	Morrison
176 Waverly Park ES	Assistant Principal	Loretta	Velez
177 Westcliff ES	Principal	Ebony	McDonald
177 Westcliff ES	Assistant Principal	Jose	Diaz
178 Westcreek ES	Principal	Julia	Cortina
178 Westcreek ES	Assistant Principal	Anthony	Hill
180 Western Hills ES (2-5)	Principal	Andrea	Johnson
180 Western Hills ES (2-5)	Assistant Principal	J'Anzia	Bell-Cook
180 Western Hills ES (2-5)	Assistant Principal	Regina	Haley
180 Western Hills ES (2-5)	Assistant Principal	Xavier	Smith
184 Worth Heights ES	Principal	Andrea	Lange
184 Worth Heights ES	Assistant Principal	Nelida	Puente
186 David K. Sellars ES	Principal	Delain	Sandifer
186 David K. Sellars ES	Assistant Principal	Benetria	Jackson
187 J.T. Stevens ES	Principal	Drew	Farr
188 Atwood McDonald ES	Principal	Khristina	Goady
188 Atwood McDonald ES	Assistant Principal	Angela	Richard
190 Riverside ALC	Principal	Jennifer	Kennedy
190 Riverside ALC	Assistant Principal	Keith	Besses
194 Daggett Montessori	Principal	Victorius	Eugenio
194 Daggett Montessori	Assistant Principal	Pamela	Nunley
206 Bill J. Elliott ES	Principal	LaTonya	Ordaz
206 Bill J. Elliott ES	Assistant Principal	Gregorey	Thomas
207 Westpark ES	Principal	Glorianne	Mason
207 Westpark ES	Assistant Principal	Lynda	Duckering Wright
208 T.A. Sims ES	Principal	Andrea	Harper
208 T.A. Sims ES	Assistant Principal	Olga	Bernal
209 Edward J. Briscoe ES	Principal	DeVona	Burgess
209 Edward J. Briscoe ES	Assistant Principal	Charlene	Louis
216 Woodway ES	Principal	David	Paraham
216 Woodway ES	Assistant Principal	Danette	Kirvin
219 Lowery Road ES	Principal	Debra	Williamson
219 Lowery Road ES	Assistant Principal	Amelia	Harden Wilson
220 Alice D. Contreras ES	Principal	Amelia	Cortes-Rangel
220 Alice D. Contreras ES	Assistant Principal	Janeth	Lopez Arriola
221 Western Hills Primary	Principal	Andrea	Johnson
221 Western Hills Primary	Assistant Principal	Shannon	Elliott
222 Clifford Davis ES	Principal	Ebony	Key
222 Clifford Davis ES	Assistant Principal	Carla	Madison-Turner
222 Clifford Davis ES	Assistant Principal	Maria	Vega
223 Cesar Chavez ES	Principal	Monica	Ordaz

T-TESS Appraisers 2022-2023

September 27, 2022

223 Cesar Chavez ES	Assistant Principal	Olivia	Keener
225 Bonnie Brae ES	Principal	Naomi	Salas
225 Bonnie Brae ES	Assistant Principal	Jamin	Vess
226 Seminary Hills Park ES	Principal	Nakita	Brewer
226 Seminary Hills Park ES	Assistant Principal	Haley	Jones
227 Dolores Huerta ES	Principal	Carla	Coscia
227 Dolores Huerta ES	Assistant Principal	Tequita	Azantilow
229 Overton Park ES	Principal	Constance	Smith
229 Overton Park ES	Assistant Principal	Sandra	Haro
256 Westpark Relief ES (23-24 sy)	Principal	Kendall	Condit
	TPE Specialist	Nancy	Nabozny
	TPE	Sharolyn	Chitwood
	Innovation	Lisa	Castillo
	Hospital/Children's Medic	Bolivia	Mason-Loeb
	GT Director	Michael	Flusche
	GT Coordinator	Tyler	Dean
	Executive Director Special	Janice	Carter
	Executive Director	Jill	Balzer
	Executive Director	Hilda	Caballero
	Executive Director	Guadalupe	Cortez
	Executive Director	Todd	Koppes
	Executive Director	Ben	Leos
	Executive Director	Marion	Mouton
	Executive Director	Christine	Renteria
	Executive Director	Valencia	Rhines
	Executive Director	Rian	Townsend
	Executive Director	Deborah	Traylor
	Director Special Education	Dianne	Hawkins
	Director Special Education	Dolores (Missy)	Heady
	Director Special Education	Lori	Oberheu
	Director of Teacher Pipeli	Emily	Camarena
	Director of Literacy	Darnisha	Carreathers
	Director Early Learning	Olayinka	Ojo
	Director Dyslexia	Vanessa	Tritten
	Director CTE	Daphne	Rickard
	CTE Coordinator	Jennifer	Akinluyi-Abe
	CTE Coordinator	Mary Helen	Hill
	CTE Coordinator	Bobbi	Levine
	CTE Coordinator	Vanessa	Ritenour
	Chief	David	Saenz

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE ANNUAL INVESTMENT REPORT FOR THE PERIOD:**
JULY 1, 2021 – JUNE 30, 2022

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period July 1, 2021 – June 30, 2022, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period July 1, 2021 – June 30, 2022, totaled \$1,845,768. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Annual Investment Report for the Period: July 1, 2021 – June 30, 2022
2. Decline to Approve Annual Investment Report for the Period: July 1, 2021 – June 30, 2022
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Investment Report for the Period: July 1, 2021 – June 30, 2022

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

None

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District

Annual Investment Report

July 1, 2021 – June 30, 2022

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Ms. Maria Chavez
Comptroller

Ms. Tonya D. Wright
Treasurer



Published: September 27, 2022



Fort Worth
INDEPENDENT SCHOOL DISTRICT



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Annual Investment Report
07/01/2021- 06/30/2022

Investment Officer's Certification

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

Total Rate of Return: 0.26%
 Interest Earned During the Period: \$1,845,768
 Interest Earned Fiscal Year to Date: \$1,845,768

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	139,227.86	139,227.86	139,227.86	0.02	1.16	1
Campus Activity Fund	4,427,456.60	4,427,456.60	4,427,456.60	0.69	1.16	1
CIP-2013 BOND	1,210,668.96	1,210,668.96	1,210,668.96	0.19	1.16	1
CIP-2017 BOND FUND	145,280,815.60	145,280,815.60	145,280,815.60	22.50	1.18	1
Food Service Fund	11,316,987.72	11,316,987.72	11,316,987.72	1.75	1.16	1
General Operating Fund	329,022,447.43	329,022,447.43	329,022,447.43	50.96	1.16	1
Interest & Sinking Debt Service Fund	65,908,502.61	65,908,502.61	65,908,502.61	10.21	1.13	1
Real Estate Proceeds	40,805,884.45	40,805,884.45	40,805,884.45	6.32	1.18	1
Scholarships	561,705.43	580,794.01	582,939.54	0.09	1.16	1
Student Activity Funds	557,192.88	557,192.88	557,192.88	0.09	1.16	1
TRE FUND	46,335,593.75	46,335,593.75	46,335,593.75	7.18	1.18	1
Total / Average	645,566,483.29	645,585,571.87	645,587,717.40	100.00	1.16	1



Carmen Arrieta Candelaria 8-11-22
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer Date

Maria Chavez 8/11/2022
 Ms. Maria Chavez, Comptroller Date

Tonya D. Wright 8/11/22
 Ms. Tonya D. Wright, Treasurer Date

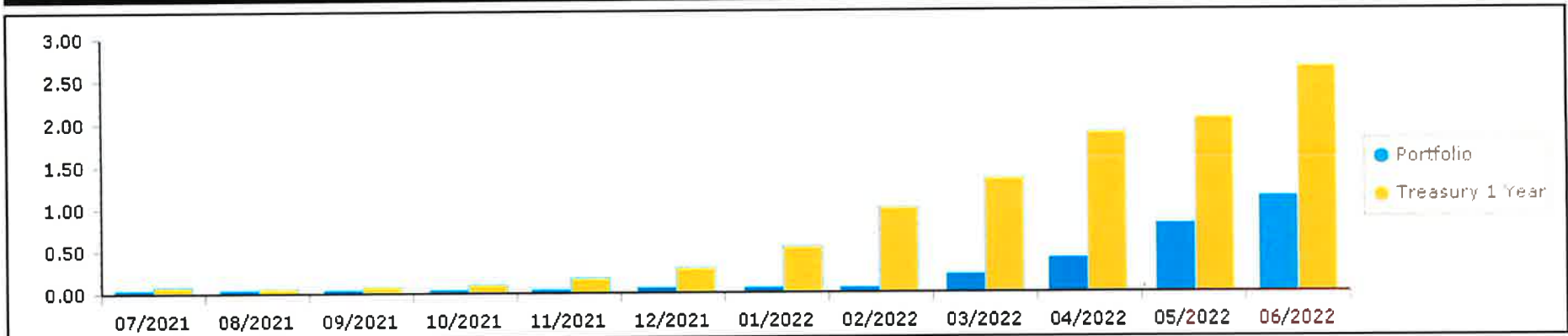


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 7/31/2021, End Date: 6/30/2022

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 1 Year
7/31/2021	441,208,049.87	23,844.37	0.00	23,844.37	526,719,654.28	0.00	0.05	0.08
8/31/2021	665,124,716.62	22,631.79	0.00	22,631.79	639,523,088.62	0.00	0.04	0.07
9/30/2021	626,528,413.81	19,790.67	0.00	19,790.67	629,531,636.04	0.00	0.04	0.08
10/31/2021	643,743,692.83	20,200.72	0.00	20,200.72	618,978,415.27	0.00	0.04	0.11
11/30/2021	608,709,401.39	21,784.79	0.00	21,784.79	624,010,023.56	0.00	0.04	0.18
12/31/2021	645,521,388.93	37,874.21	0.00	37,874.21	662,939,882.77	0.01	0.07	0.30
1/31/2022	690,025,674.12	46,045.61	0.00	46,045.61	800,341,508.07	0.01	0.07	0.55
2/28/2022	817,343,122.08	56,243.66	0.00	56,243.66	927,734,387.47	0.01	0.07	1.00
3/31/2022	869,776,756.19	159,354.07	0.00	159,354.07	851,540,855.06	0.02	0.22	1.34
4/30/2022	821,861,450.49	277,594.65	0.00	277,594.65	814,866,318.72	0.03	0.41	1.88
5/31/2022	780,838,218.11	509,841.00	0.00	509,841.00	759,239,596.92	0.07	0.81	2.06
6/30/2022	712,126,716.43	649,941.52	0.00	649,941.52	694,767,038.79	0.09	1.13	2.65
Total/Average	447,432,890.70	1,845,767.97	0.00	1,845,767.97	712,901,758.64	0.26	0.26	0.86

Annualized TRR-BV



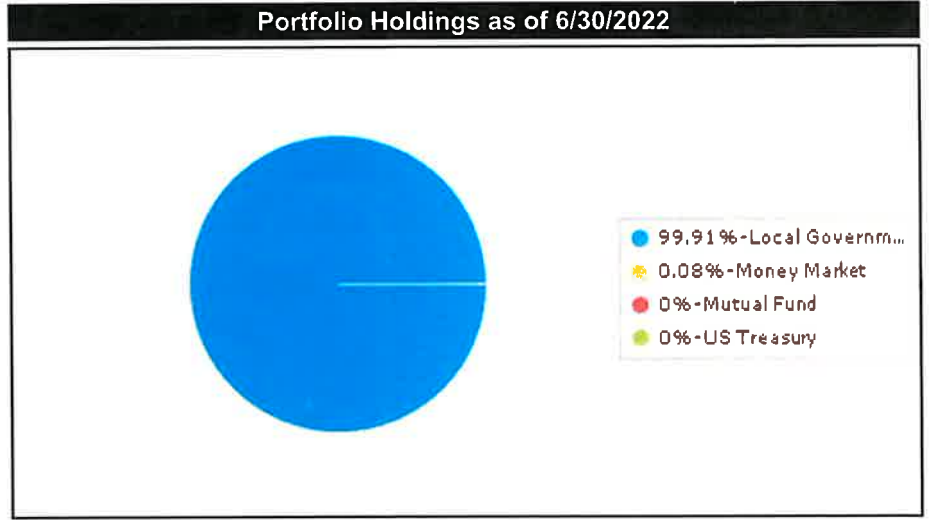
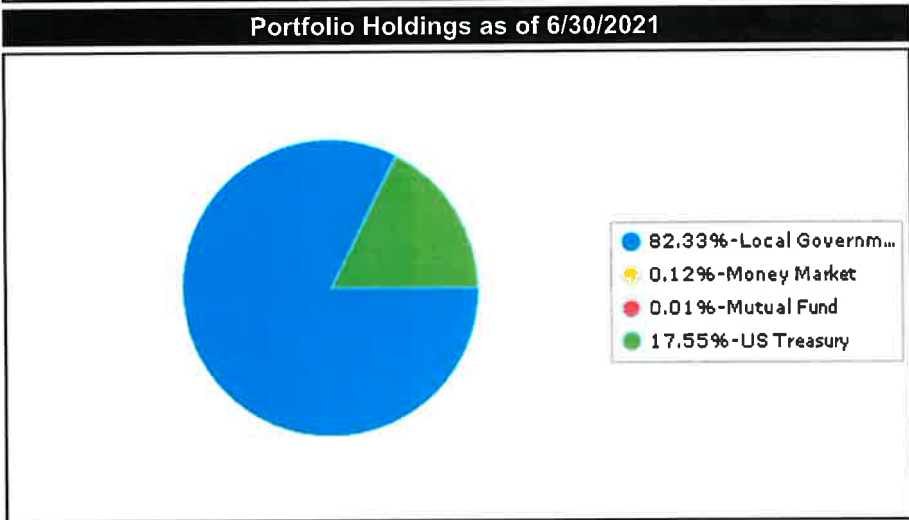


Fort Worth Independent School District Distribution by Security Sector - Book Value

All Portfolios

Begin Date: 6/30/2021, End Date: 6/30/2022

Security Sector Allocation				
Security Sector	Book Value 6/30/2021	% of Portfolio 6/30/2021	Book Value 6/30/2022	% of Portfolio 6/30/2022
Local Government Investment Pool	363,017,277.20	82.33	645,034,091.88	99.91
Money Market	529,422.75	0.12	530,179.52	0.08
Mutual Fund	23,446.00	0.01	23,446.00	0.00
US Treasury	77,365,977.12	17.55	0.00	0.00
Total / Average	440,936,123.07	100.00	645,587,717.40	100.00

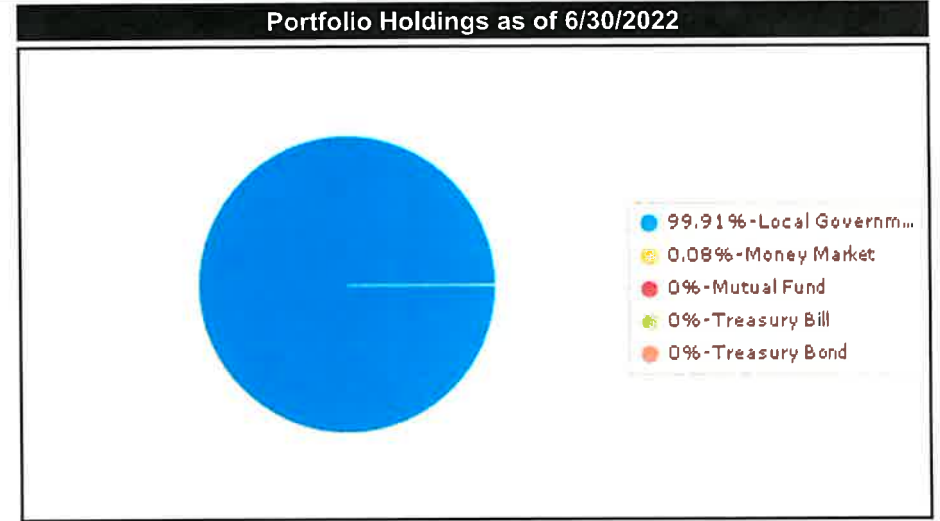
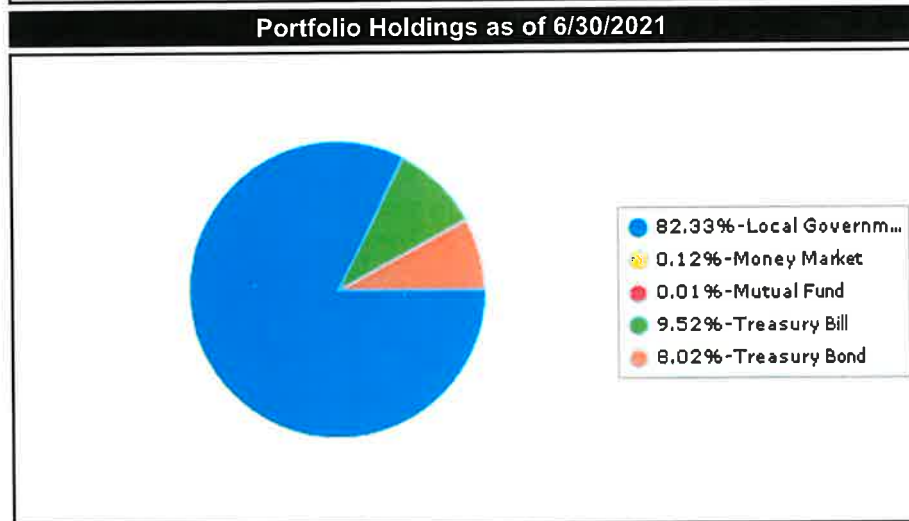




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 6/30/2021, End Date: 6/30/2022

Security Type Allocation				
Security Type	Book Value 6/30/2021	% of Portfolio 6/30/2021	Book Value 6/30/2022	% of Portfolio 6/30/2022
Local Government Investment Pool	363,017,277.20	82.33	645,034,091.88	99.91
Money Market	529,422.75	0.12	530,179.52	0.08
Mutual Fund	23,446.00	0.01	23,446.00	0.00
Treasury Bill	41,997,448.67	9.52	0.00	0.00
Treasury Bond	35,368,528.45	8.02	0.00	0.00
Total / Average	440,936,123.07	100.00	645,587,717.40	100.00



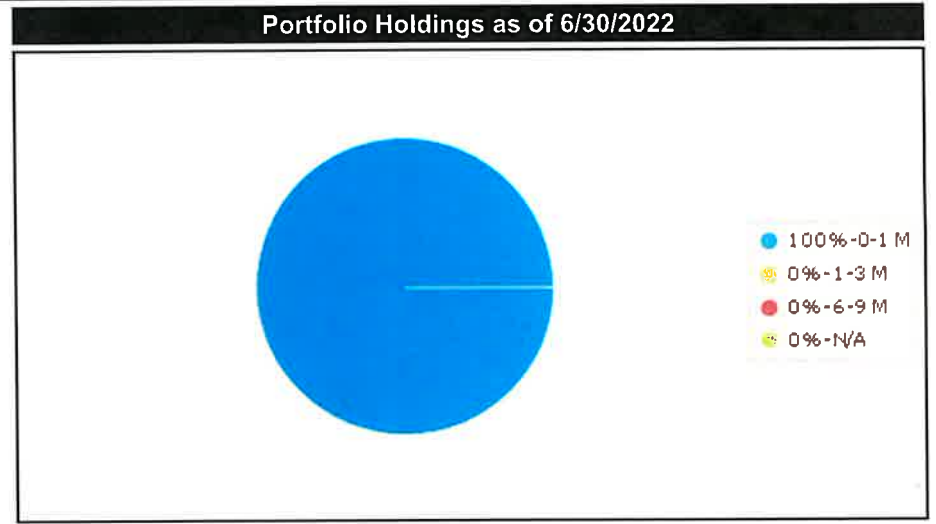
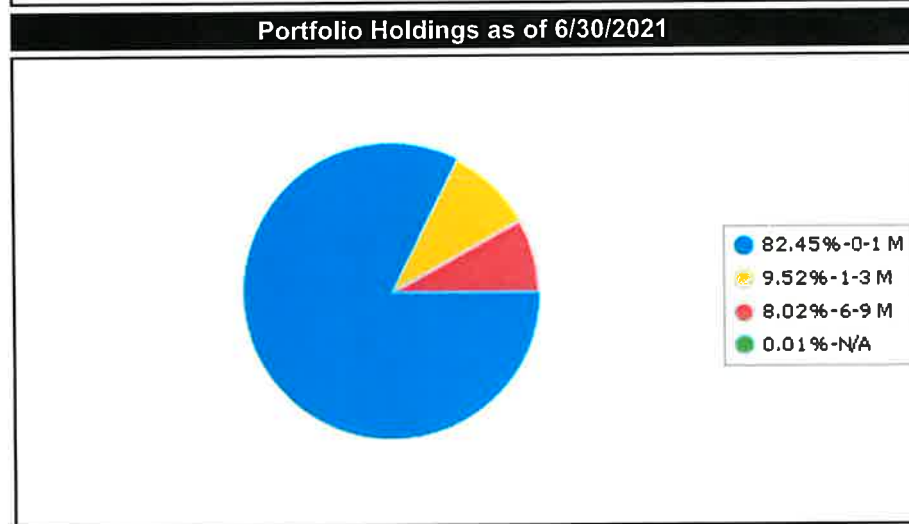


Fort Worth Independent School District Distribution by Maturity Range - Market Value

All Portfolios

Begin Date: 6/30/2021, End Date: 6/30/2022

Maturity Range Allocation				
Maturity Range	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
0-1 Month	363,546,699.95	82.45	645,564,271.40	100.00
1-3 Months	41,997,330.80	9.52	0.00	0.00
6-9 Months	35,368,126.50	8.02	0.00	0.00
N/A	24,374.99	0.01	21,300.47	0.00
Total / Average	440,936,532.24	100.00	645,585,571.87	100.00

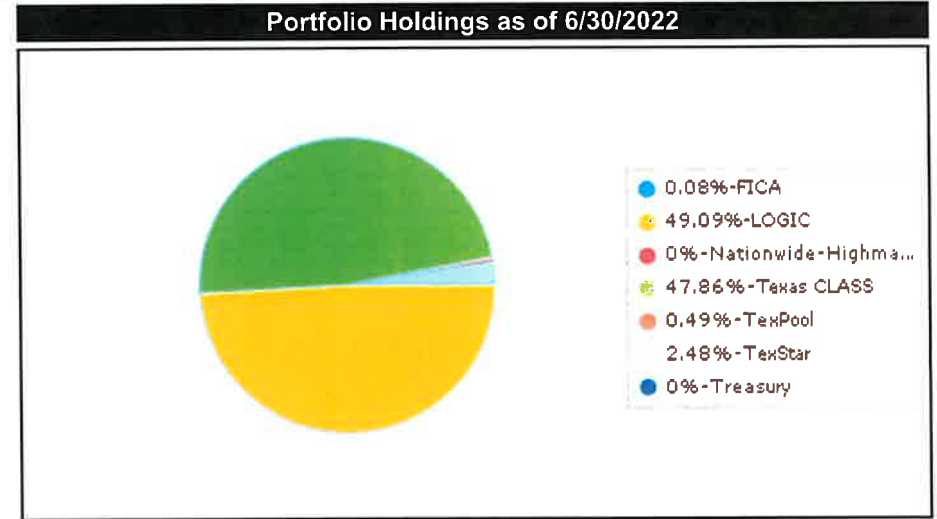
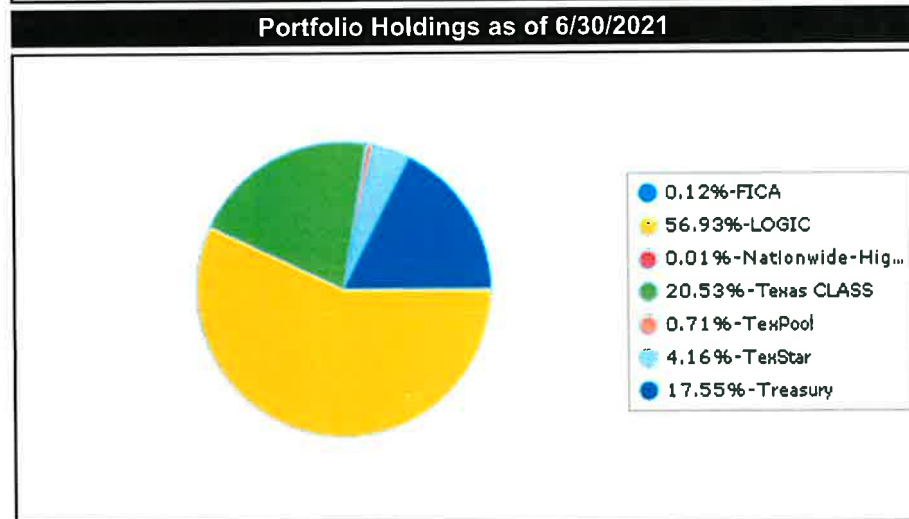




Fort Worth Independent School District Distribution by Issuer - Market Value All Portfolios

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
FICA	529,422.75	0.12	530,179.52	0.08
LOGIC	251,034,180.13	56.93	316,895,173.38	49.09
Nationwide-Highmark Bond	24,374.99	0.01	21,300.47	0.00
Texas CLASS	90,503,997.12	20.53	309,000,124.06	47.86
TexPool	3,140,444.75	0.71	3,146,616.51	0.49
TexStar	18,338,655.20	4.16	15,992,177.93	2.48
Treasury	77,365,457.30	17.55	0.00	0.00
Total / Average	440,936,532.24	100.00	645,585,571.87	100.00

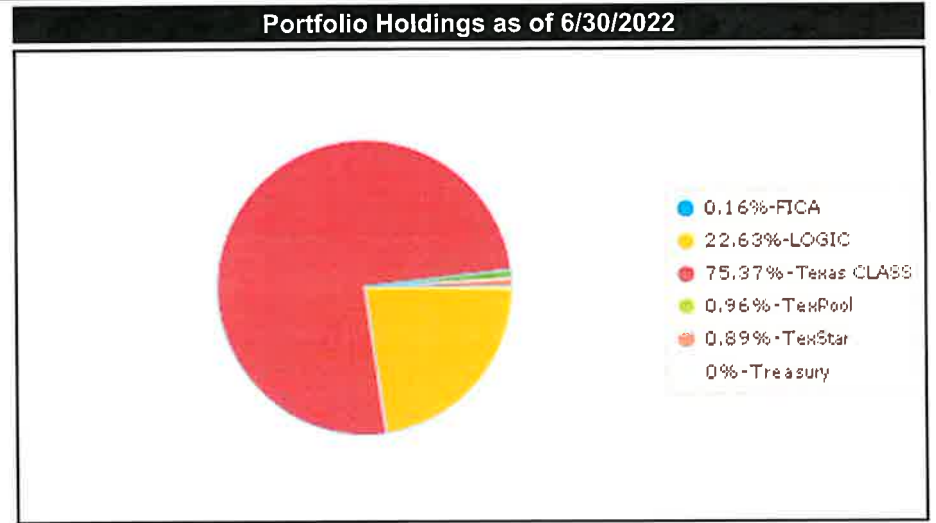
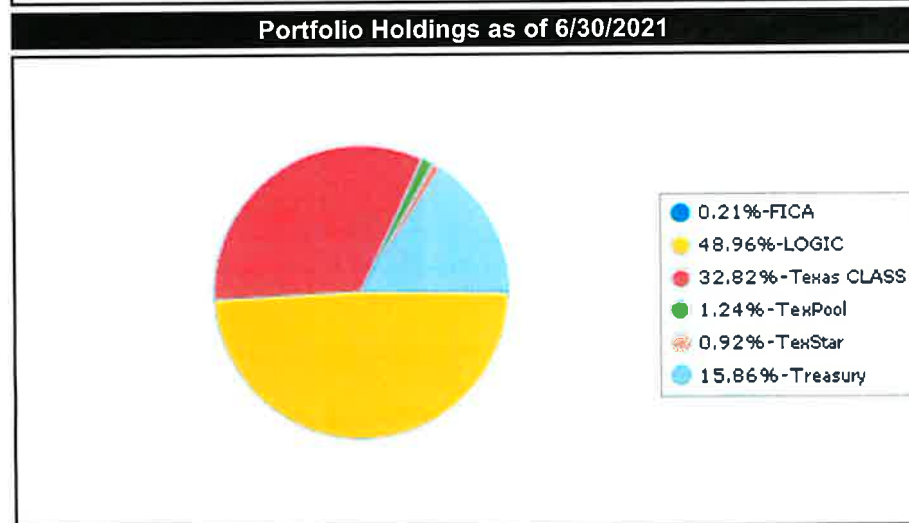




Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
FICA	529,422.75	0.21	530,179.52	0.16
LOGIC	124,113,752.37	48.96	74,441,559.19	22.63
Texas CLASS	83,203,500.04	32.82	247,968,880.50	75.37
TexPool	3,140,444.75	1.24	3,146,616.51	0.96
TexStar	2,321,461.14	0.92	2,935,211.71	0.89
Treasury	40,208,736.00	15.86	0.00	0.00
Total / Average	253,517,317.05	100.00	329,022,447.43	100.00

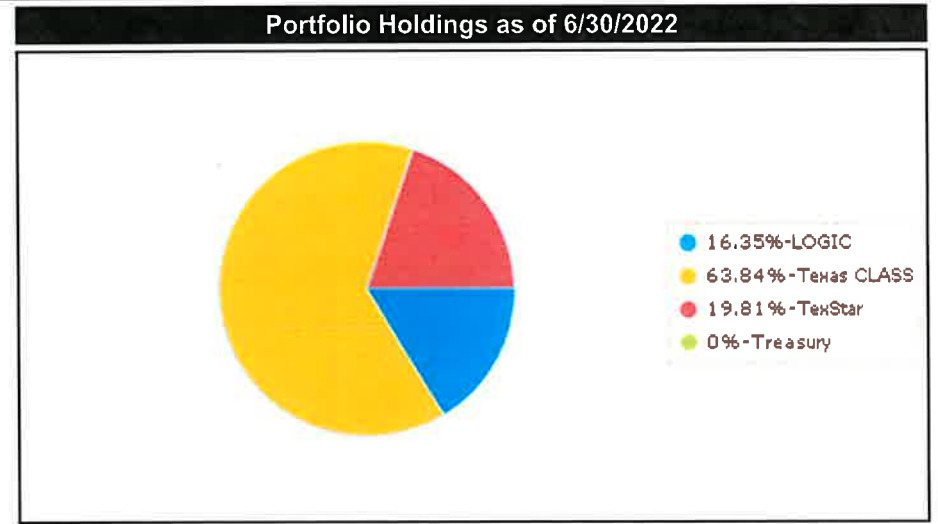
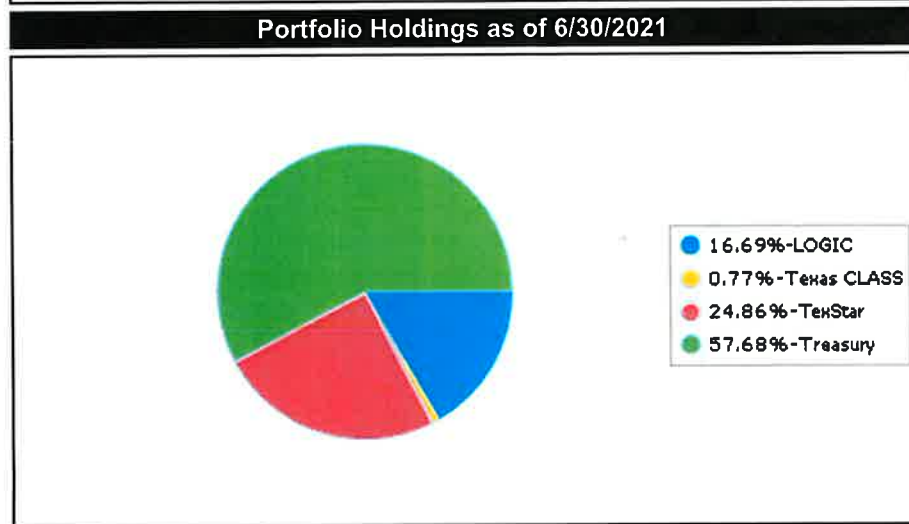




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	10,748,815.01	16.69	10,776,839.39	16.35
Texas CLASS	497,983.94	0.77	42,074,697.00	63.84
TexStar	16,017,194.06	24.86	13,056,966.22	19.81
Treasury	37,156,721.30	57.68	0.00	0.00
Total / Average	64,420,714.31	100.00	65,908,502.61	100.00

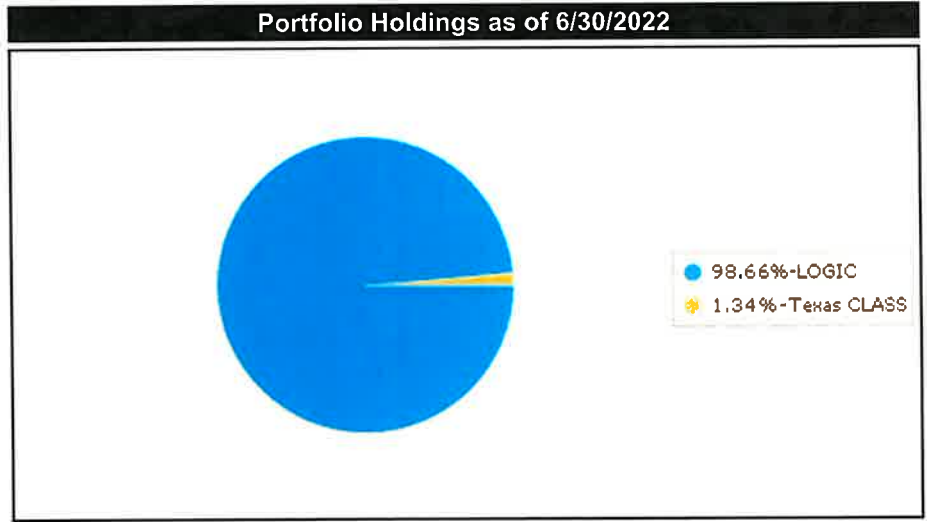
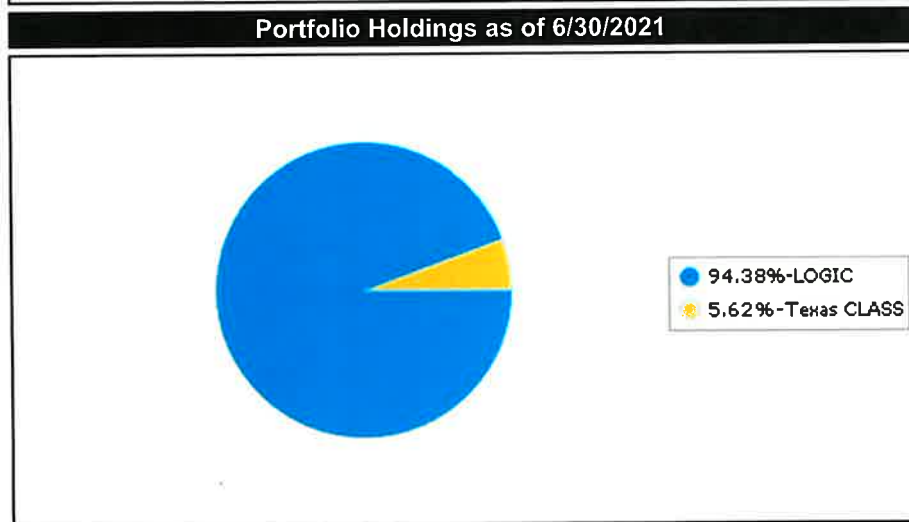




Fort Worth Independent School District Distribution by Issuer - Market Value REPORT GROUP: BOND FUND

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	57,271,505.14	94.38	144,535,296.60	98.66
Texas CLASS	3,411,522.80	5.62	1,956,187.96	1.34
Total / Average	60,683,027.94	100.00	146,491,484.56	100.00

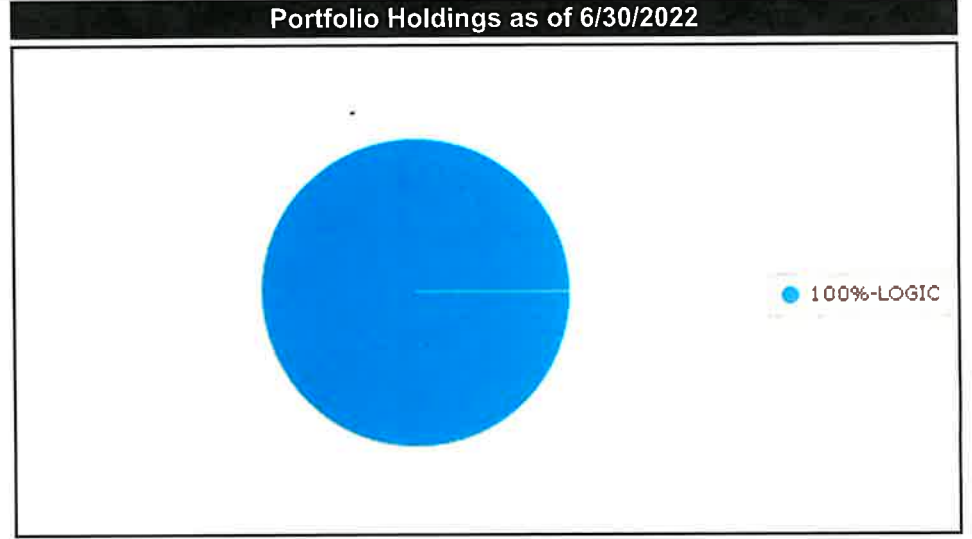
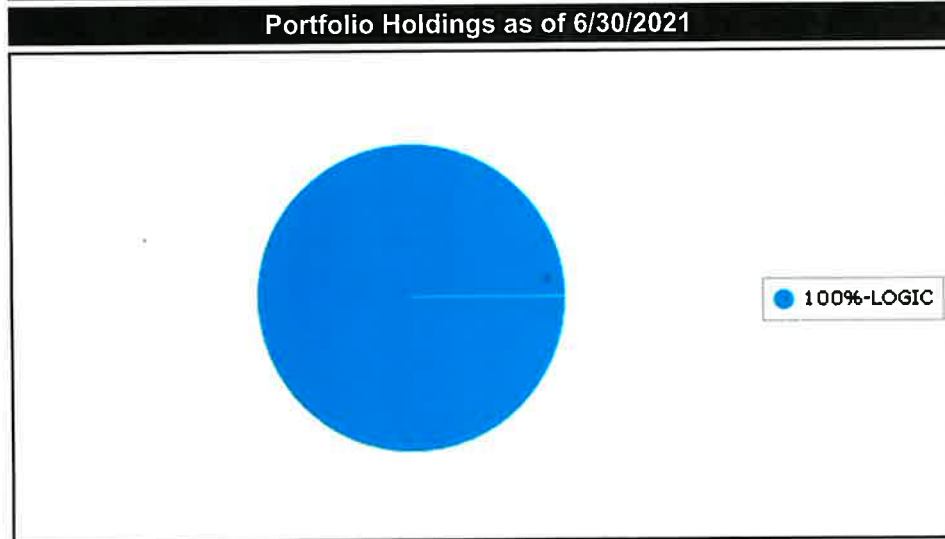




Fort Worth Independent School District Distribution by Issuer - Market Value Real Estate Proceeds

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	22,144,642.12	100.00	40,805,884.45	100.00
Total / Average	22,144,642.12	100.00	40,805,884.45	100.00



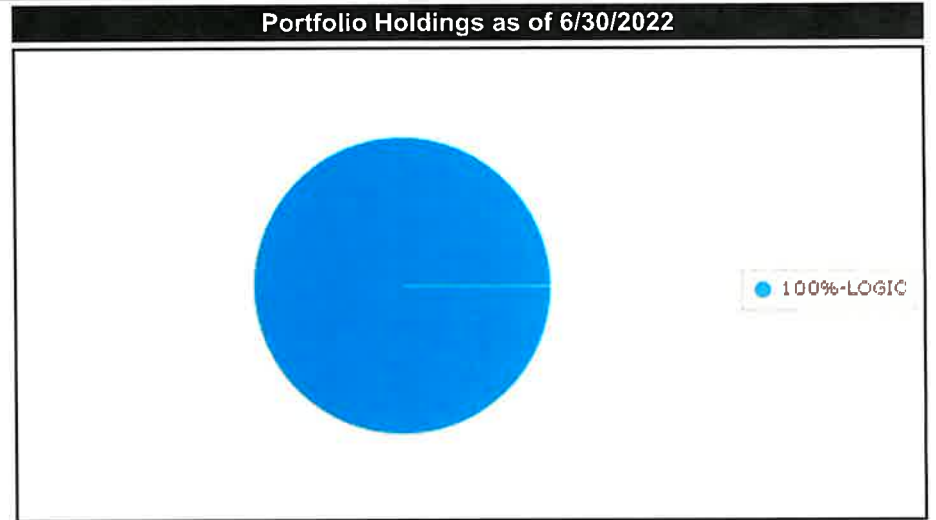
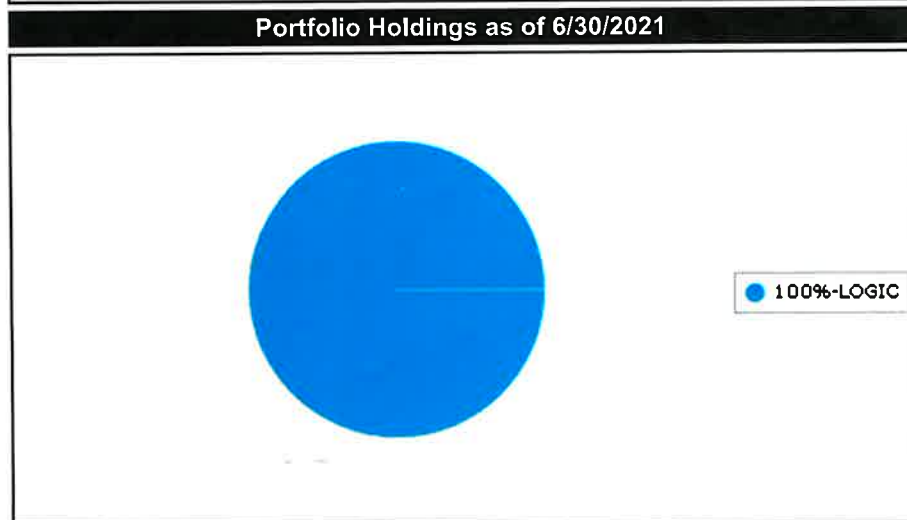


Fort Worth Independent School District Distribution by Issuer - Market Value

TRE FUND

Begin Date: 6/30/2021, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 6/30/2021	% of Portfolio 6/30/2021	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	36,755,465.49	100.00	46,335,593.75	100.00
Total / Average	36,755,465.49	100.00	46,335,593.75	100.00





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

Date: 6/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	139,227.86	100.00	139,227.86	0.02%	NR	1
TXCLASS0011	139,227.86	1.16	139,227.86	1.16		0.00	NR	0
			139,227.86		139,227.86	0.02%		1
Sub Total Agency Campus Funds	139,227.86	1.16	139,227.86	1.16		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,427,456.60	100.00	4,427,456.60	0.69%	S&P-AA+	1
TXCLASS0005	4,427,456.60	1.16	4,427,456.60	1.16		0.00	NR	0
			4,427,456.60		4,427,456.60	0.69%		1
Sub Total Campus Activity Fund	4,427,456.60	1.16	4,427,456.60	1.16		0.00		0
CIP-2013 BOND								
Texas CLASS LGIP		4/14/2014	1,210,668.96	100.00	1,210,668.96	0.19%	S&P-AA+	1
TXCLASS0007	1,210,668.96	1.16	1,210,668.96	1.16		0.00	NR	0
			1,210,668.96		1,210,668.96	0.19%		1
Sub Total CIP-2013 BOND	1,210,668.96	1.16	1,210,668.96	1.16		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	144,535,296.60	100.00	144,535,296.60	22.39%	NR	1
LOGIC13006	144,535,296.60	1.18	144,535,296.60	1.18		0.00	NR	0
Texas CLASS LGIP		5/4/2018	745,519.00	100.00	745,519.00	0.12%	NR	1
TXCLASS0009	745,519.00	1.16	745,519.00	1.16		0.00	NR	0
			145,280,815.60		145,280,815.60	22.51%		1
Sub Total CIP-2017 BOND FUND	145,280,815.60	1.18	145,280,815.60	1.18		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	11,316,987.72	100.00	11,316,987.72	1.75%	S&P-AA+	1
TXCLASS0002	11,316,987.72	1.16	11,316,987.72	1.16		0.00	NR	0
			11,316,987.72		11,316,987.72	1.75%		1
Sub Total Food Service Fund	11,316,987.72	1.16	11,316,987.72	1.16		0.00		0
General Operating Fund								



Fort Worth Independent School District Portfolio Holdings by Portfolio Name

All Portfolios

Date: 6/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FICA MM		2/8/2016	530,179.52	100.00	530,179.52	0.08%	NR	1
FICA9057-GO	530,179.52	0.71	530,179.52	0.71		0.00	NR	0
LOGIC LGIP		9/25/2014	74,441,559.19	100.00	74,441,559.19	11.53%	NR	1
LOGIC13001	74,441,559.19	1.18	74,441,559.19	1.18		0.00	NR	0
Texas CLASS LGIP		5/31/2010	247,968,880.50	100.00	247,968,880.50	38.41%	S&P-AA+	1
TXCLASS0001	247,968,880.50	1.16	247,968,880.50	1.16		0.00	NR	0
TexPool LGIP		6/30/2010	3,146,616.51	100.00	3,146,616.51	0.49%	S&P-AA+	1
TEXPOOL00001	3,146,616.51	1.00	3,146,616.51	1.00		0.00	NR	0
TexStar LGIP		5/31/2010	2,935,211.71	100.00	2,935,211.71	0.45%	S&P-AA+	1
TEXSTAR11110	2,935,211.71	0.99	2,935,211.71	0.99		0.00	NR	0
Sub Total General Operating Fund	329,022,447.43	1.16	329,022,447.43	1.16	329,022,447.43	50.96%	0.00	1
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,776,839.39	100.00	10,776,839.39	1.67%	NR	1
LOGIC13003	10,776,839.39	1.18	10,776,839.39	1.18		0.00	NR	0
Texas CLASS LGIP		5/31/2010	42,074,697.00	100.00	42,074,697.00	6.52%	S&P-AA+	1
TXCLASS0003	42,074,697.00	1.16	42,074,697.00	1.16		0.00	NR	0
TexStar LGIP		5/31/2010	13,056,966.22	100.00	13,056,966.22	2.02%	S&P-AA+	1
TEXSTAR33330	13,056,966.22	0.99	13,056,966.22	0.99		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	65,908,502.61	1.13	65,908,502.61	1.13	65,908,502.61	10.21%	0.00	1
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	40,805,884.45	100.00	40,805,884.45	6.32%	NR	1
LOGIC13007	40,805,884.45	1.18	40,805,884.45	1.18		0.00	NR	0
Sub Total Real Estate Proceeds	40,805,884.45	1.18	40,805,884.45	1.18	40,805,884.45	6.32%	0.00	1
Scholarships								



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

Date: 6/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Nationwide-Highmark Bond		4/19/2002	23,446.00	9.63	21,300.47	0%	NR	
HIGHMARK857	2,211.89		23,446.00			-2,145.53	NR	
Texas CLASS LGIP		4/24/2014	559,493.54	100.00	559,493.54	0.09%	S&P-AA+	1
TXCLASS0008	559,493.54	1.16	559,493.54	1.16		0.00	NR	0
Sub Total Scholarships	561,705.43	1.16	582,939.54	1.16	580,794.01	0.09%		1
						-2,145.53		0
Student Activity Funds								
Texas CLASS LGIP		11/5/2021	557,192.88	100.00	557,192.88	0.09%	NR	1
TXCLASS0010	557,192.88	1.16	557,192.88	1.16		0.00	NR	0
Sub Total Student Activity Funds	557,192.88	1.16	557,192.88	1.16	557,192.88	0.09%		1
						0.00		0
TRE FUND								
LOGIC LGIP		3/8/2018	46,335,593.75	100.00	46,335,593.75	7.18%	NR	1
LOGIC13005	46,335,593.75	1.18	46,335,593.75	1.18		0.00	NR	0
Sub Total TRE FUND	46,335,593.75	1.18	46,335,593.75	1.18	46,335,593.75	7.18%		1
						0.00		0
TOTAL PORTFOLIO	645,566,483.29	1.16	645,587,717.40	1.16	645,585,571.87	100.00%		1
						-2,145.53		0

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE QUARTERLY INVESTMENT REPORT FOR THE PERIOD: APRIL 1, 2022 – JUNE 30, 2022**

BACKGROUND:

A written investment report must be presented to the Fort Worth ISD Board of Education and the Superintendent not less than quarterly reflecting the investment transactions of the District in accordance with CDA(LEGAL). The report for the period April 1, 2022 – June 30, 2022, contains all of the reporting requirements as outlined in Section 2256.023 of the Texas Government Code. Interest earnings for the period April 1, 2022 – June 30, 2022, totaled \$1,437,377. All investments met the District's investment strategies and policies, with the District's primary goal being safety of investments and then liquidity of the investments.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Quarterly Investment Report for the Period: April 1, 2022 – June 30, 2022

FUNDING SOURCE:

Additional Details

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Business and Finance

RATIONALE:

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

INFORMATION SOURCE:

Carmen Arrieta-Candelaria

Fort Worth Independent School District

Quarterly Investment Report

April 1, 2022 – June 30, 2022

Ms. Carmen Arrieta-Candelaria, CPA
Chief Financial Officer

Ms. Maria Chavez
Comptroller

Ms. Tonya D. Wright
Treasurer



Published: September 27, 2022



FORT WORTH INDEPENDENT SCHOOL DISTRICT
Quarterly Investment Report
04/01/2022- 06/30/2022

Investment Officer's Certification

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

Total Rate of Return: 0.19%
 Interest Earned During the Period: \$1,437,377
 Interest Earned Fiscal Year to Date: \$1,845,768

Portfolio Name	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Agency Campus Funds	139,227.86	139,227.86	139,227.86	0.02	1.16	1
Campus Activity Fund	4,427,456.60	4,427,456.60	4,427,456.60	0.69	1.16	1
CIP-2013 BOND	1,210,668.96	1,210,668.96	1,210,668.96	0.19	1.16	1
CIP-2017 BOND FUND	145,280,815.60	145,280,815.60	145,280,815.60	22.50	1.18	1
Food Service Fund	11,316,987.72	11,316,987.72	11,316,987.72	1.75	1.16	1
General Operating Fund	329,022,447.43	329,022,447.43	329,022,447.43	50.96	1.16	1
Interest & Sinking Debt Service Fund	65,908,502.61	65,908,502.61	65,908,502.61	10.21	1.13	1
Real Estate Proceeds	40,805,884.45	40,805,884.45	40,805,884.45	6.32	1.18	1
Scholarships	561,705.43	580,794.01	582,939.54	0.09	1.16	1
Student Activity Funds	557,192.88	557,192.88	557,192.88	0.09	1.16	1
TRE FUND	46,335,593.75	46,335,593.75	46,335,593.75	7.18	1.18	1
Total / Average	645,566,483.29	645,585,571.87	645,587,717.40	100.00	1.16	1

Carmen Arrieta-Candelaria
 Ms. Carmen Arrieta-Candelaria, Chief Financial Officer

8/11/22
 Date

Maria Chavez
 Ms. Maria Chavez, Comptroller

8/11/2022
 Date

Tonya D. Wright
 Ms. Tonya D. Wright, Treasurer

8/11/22
 Date

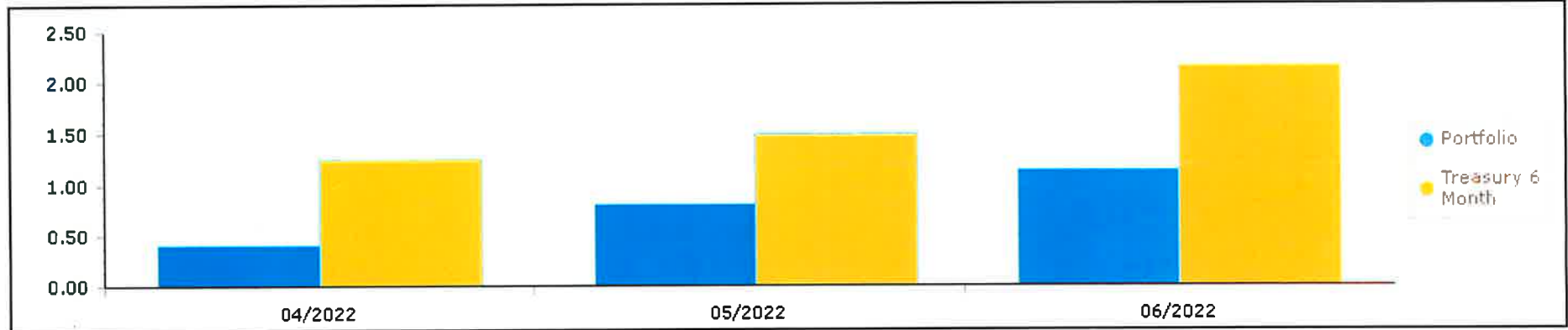


Fort Worth Independent School District Total Rate of Return - Book Value by Month All Portfolios

Begin Date: 4/30/2022, End Date: 6/30/2022

Month	Beginning BV + Accrued Interest	Interest Earned During Period-BV	Realized Gain/Loss-BV	Investment Income-BV	Average Capital Base-BV	TRR-BV	Annualized TRR-BV	Treasury 6 Month
4/30/2022	821,861,450.49	277,594.65	0.00	277,594.65	814,866,318.72	0.03	0.41	1.25
5/31/2022	780,838,218.11	509,841.00	0.00	509,841.00	759,239,596.92	0.07	0.81	1.49
6/30/2022	712,126,716.43	649,941.52	0.00	649,941.52	694,767,038.79	0.09	1.13	2.17
Total/Average	821,861,450.49	1,437,377.17	0.00	1,437,377.17	755,969,257.37	0.19	0.76	1.64

Annualized TRR-BV

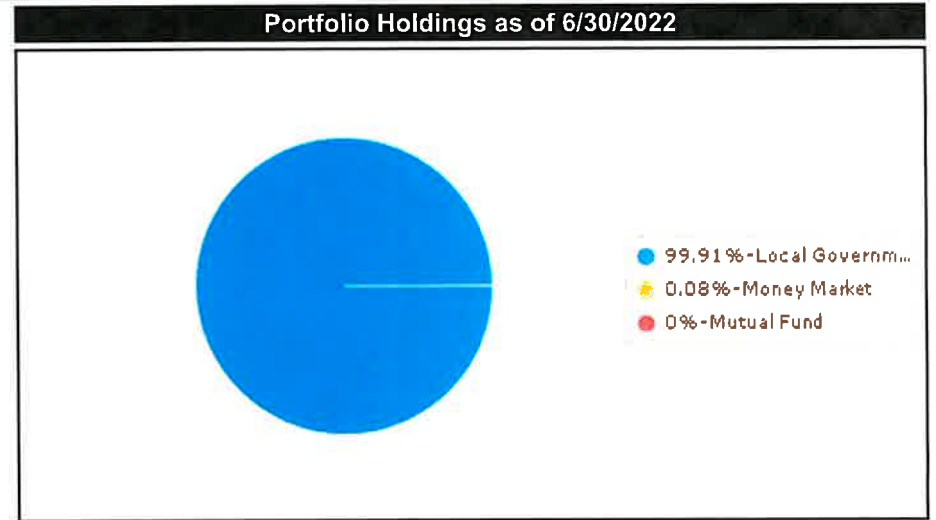
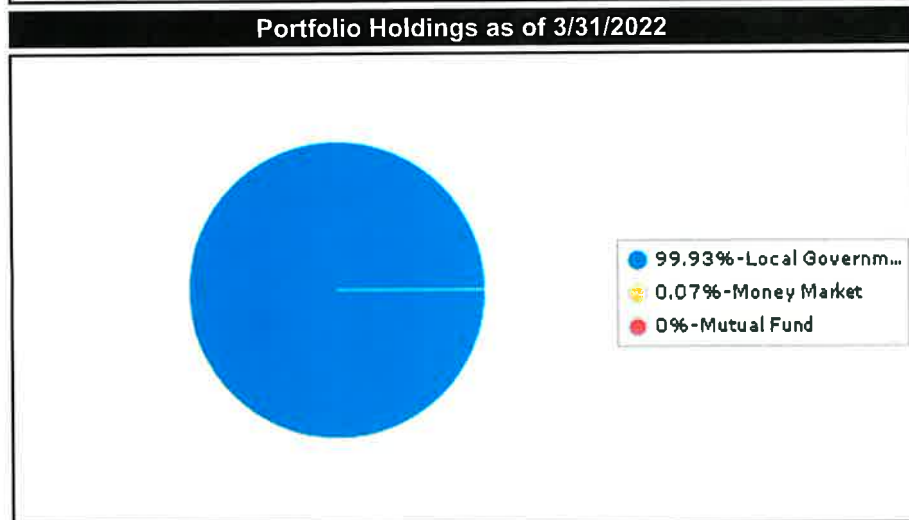




Fort Worth Independent School District Distribution by Security Sector - Book Value All Portfolios

Begin Date: 3/31/2022, End Date: 6/30/2022

Security Sector Allocation				
Security Sector	Book Value 3/31/2022	% of Portfolio 3/31/2022	Book Value 6/30/2022	% of Portfolio 6/30/2022
Local Government Investment Pool	809,028,239.99	99.93	645,034,091.88	99.91
Money Market	529,634.47	0.07	530,179.52	0.08
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	809,581,320.46	100.00	645,587,717.40	100.00

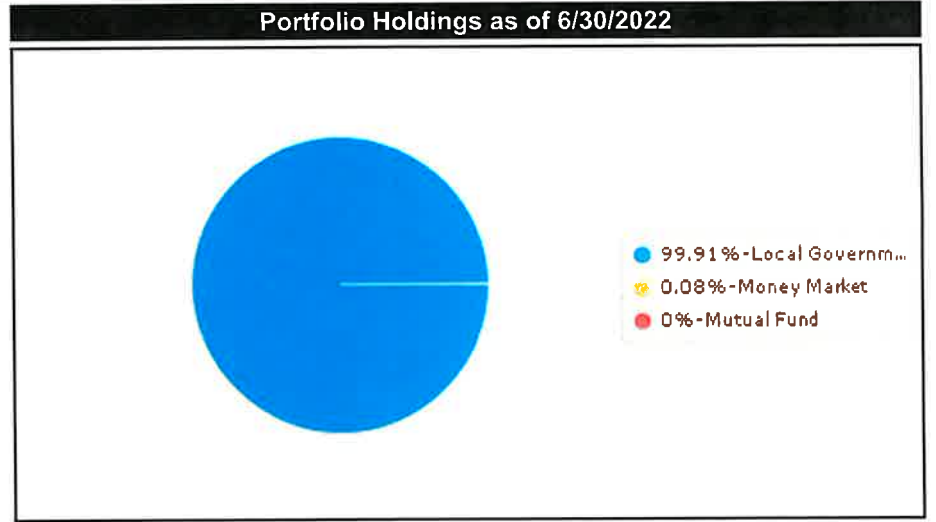
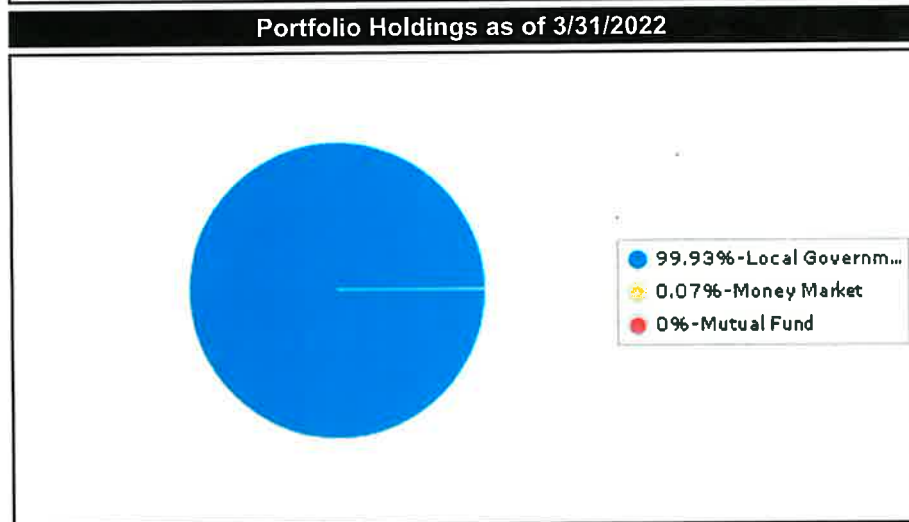




Fort Worth Independent School District Distribution by Security Type - Book Value All Portfolios

Begin Date: 3/31/2022, End Date: 6/30/2022

Security Type Allocation				
Security Type	Book Value 3/31/2022	% of Portfolio 3/31/2022	Book Value 6/30/2022	% of Portfolio 6/30/2022
Local Government Investment Pool	809,028,239.99	99.93	645,034,091.88	99.91
Money Market	529,634.47	0.07	530,179.52	0.08
Mutual Fund	23,446.00	0.00	23,446.00	0.00
Total / Average	809,581,320.46	100.00	645,587,717.40	100.00



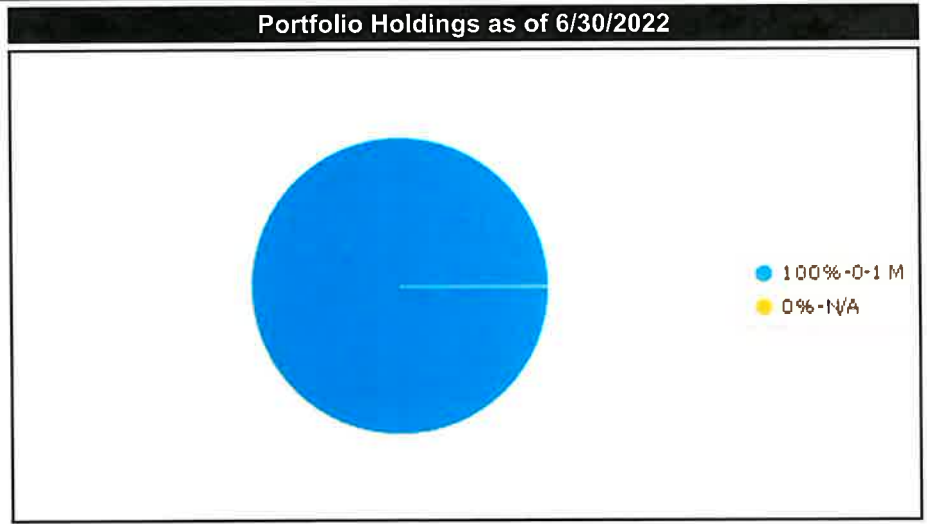
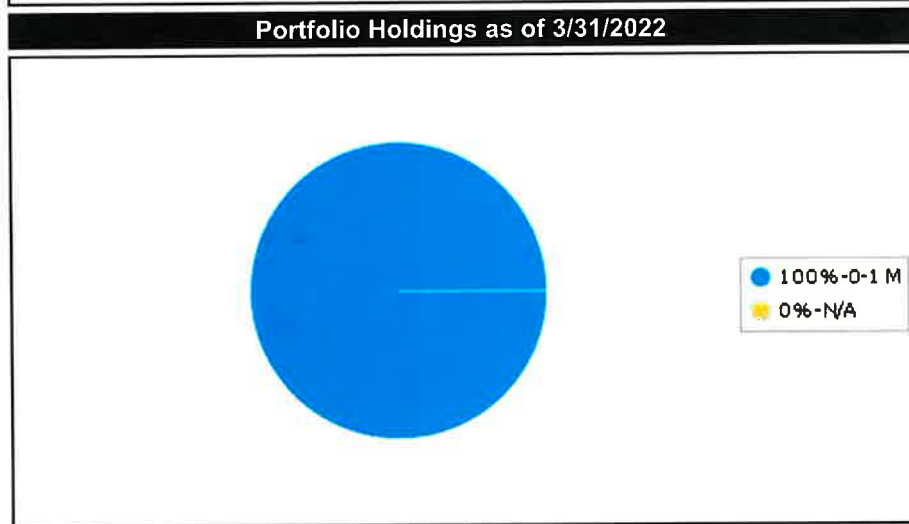


Fort Worth Independent School District Distribution by Maturity Range - Market Value

All Portfolios

Begin Date: 3/31/2022, End Date: 6/30/2022

Maturity Range Allocation				
Maturity Range	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
0-1 Month	809,557,874.46	100.00	645,564,271.40	100.00
N/A	22,517.01	0.00	21,300.47	0.00
Total / Average	809,580,391.47	100.00	645,585,571.87	100.00



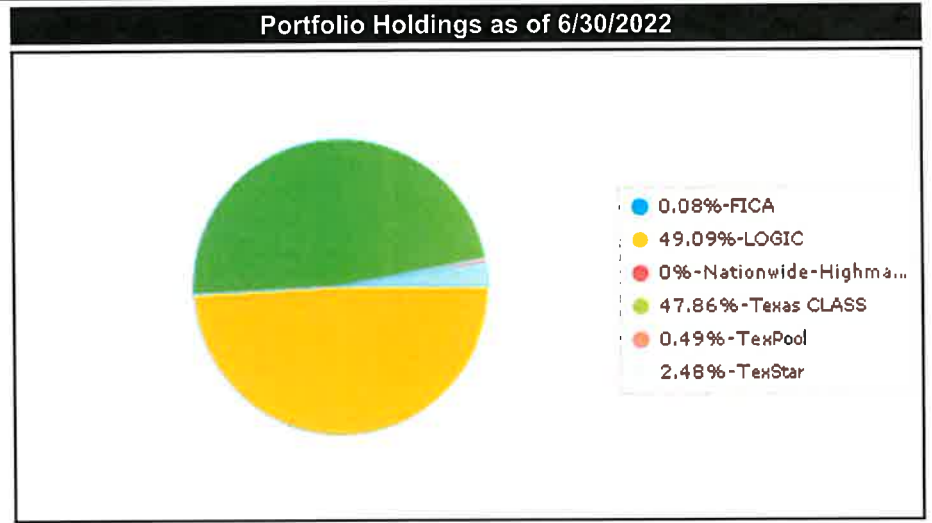
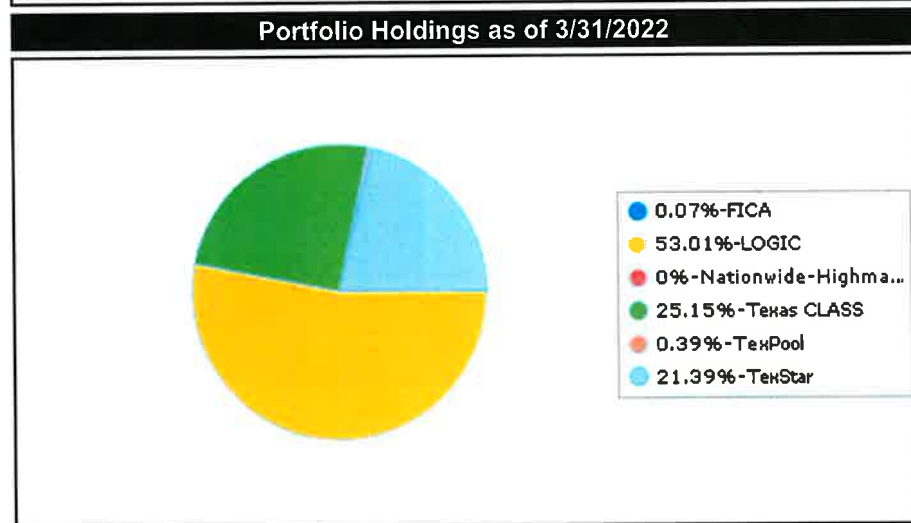


Fort Worth Independent School District Distribution by Issuer - Market Value

All Portfolios

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
FICA	529,634.47	0.07	530,179.52	0.08
LOGIC	429,151,631.54	53.01	316,895,173.38	49.09
Nationwide-Highmark Bond	22,517.01	0.00	21,300.47	0.00
Texas CLASS	203,571,482.36	25.15	309,000,124.06	47.86
TexPool	3,141,581.37	0.39	3,146,616.51	0.49
TexStar	173,163,544.72	21.39	15,992,177.93	2.48
Total / Average	809,580,391.47	100.00	645,585,571.87	100.00

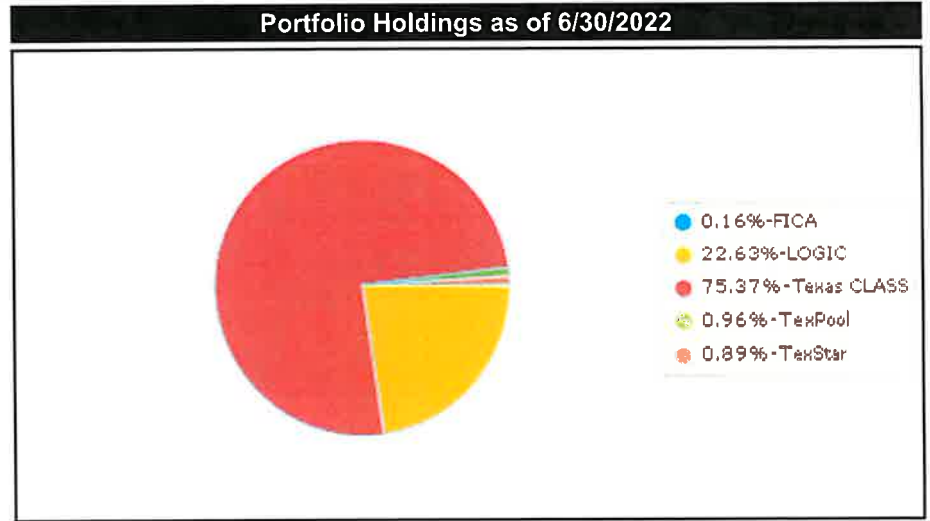
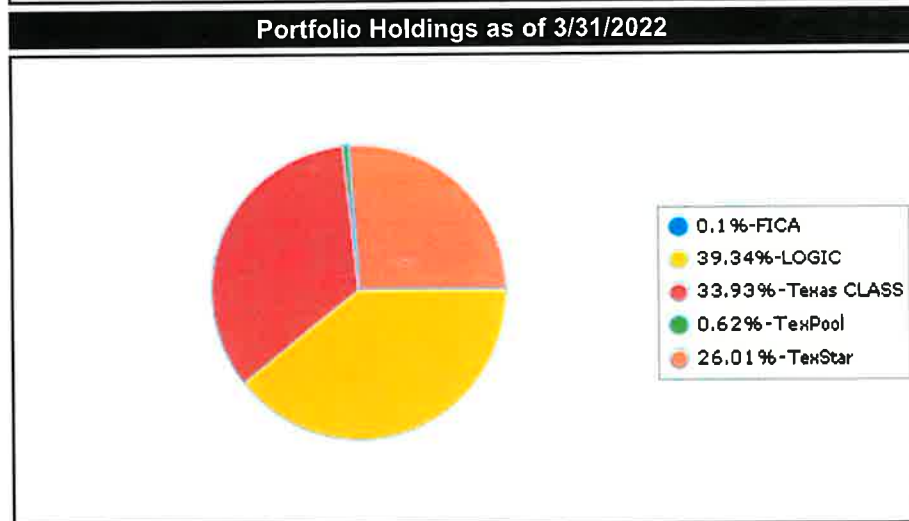




Fort Worth Independent School District Distribution by Issuer - Market Value General Operating Fund

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
FICA	529,634.47	0.10	530,179.52	0.16
LOGIC	200,758,792.85	39.34	74,441,559.19	22.63
Texas CLASS	173,161,328.14	33.93	247,968,880.50	75.37
TexPool	3,141,581.37	0.62	3,146,616.51	0.96
TexStar	132,725,782.22	26.01	2,935,211.71	0.89
Total / Average	510,317,119.05	100.00	329,022,447.43	100.00

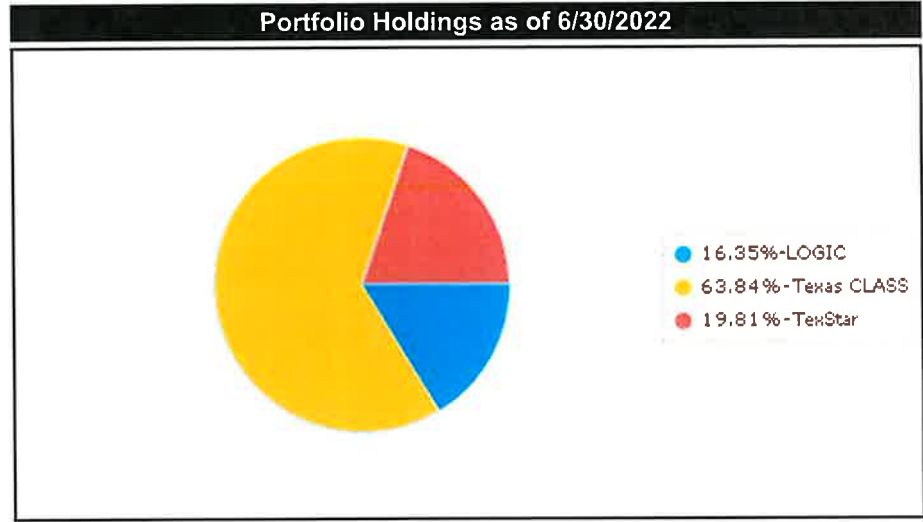
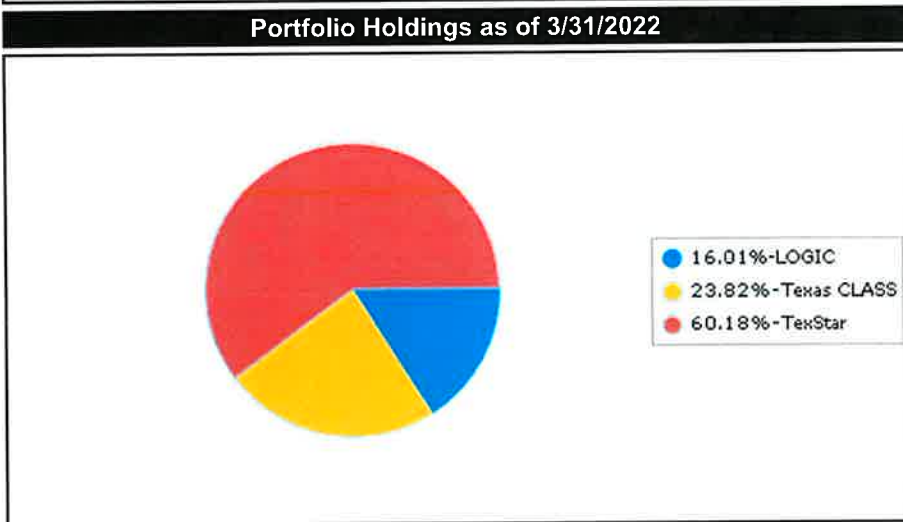




Fort Worth Independent School District Distribution by Issuer - Market Value Interest & Sinking | Debt Service Fund

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	10,755,278.26	16.01	10,776,839.39	16.35
Texas CLASS	16,003,550.75	23.82	42,074,697.00	63.84
TexStar	40,437,762.50	60.18	13,056,966.22	19.81
Total / Average	67,196,591.51	100.00	65,908,502.61	100.00

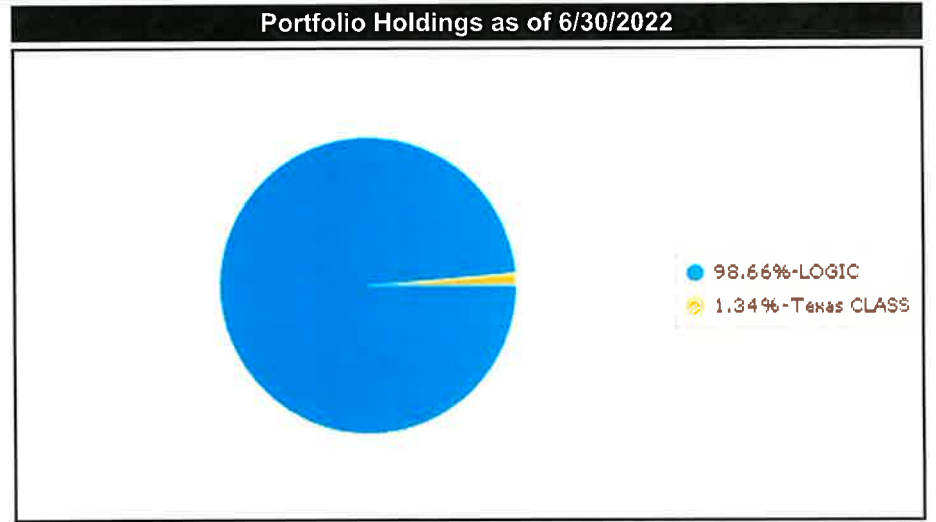
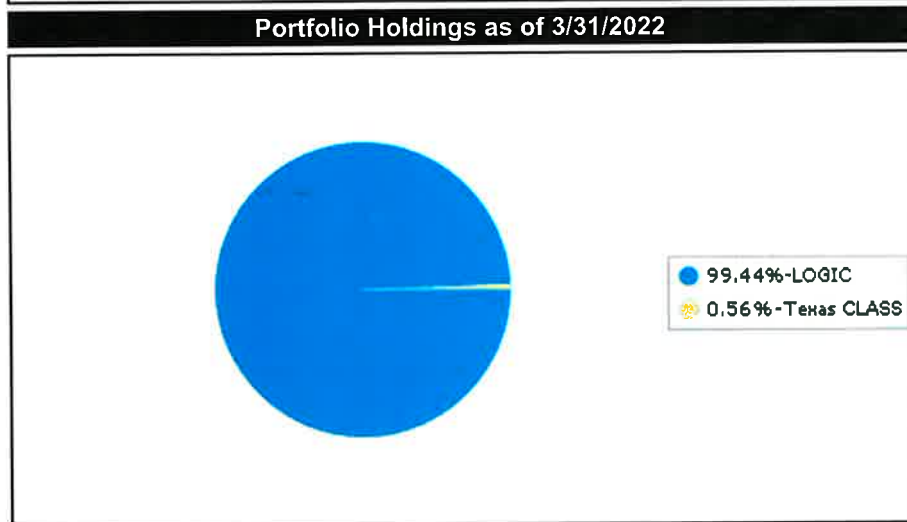




**Fort Worth Independent School District
Distribution by Issuer - Market Value
REPORT GROUP: BOND FUND**

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	132,723,606.82	99.44	144,535,296.60	98.66
Texas CLASS	744,007.23	0.56	1,956,187.96	1.34
Total / Average	133,467,614.05	100.00	146,491,484.56	100.00

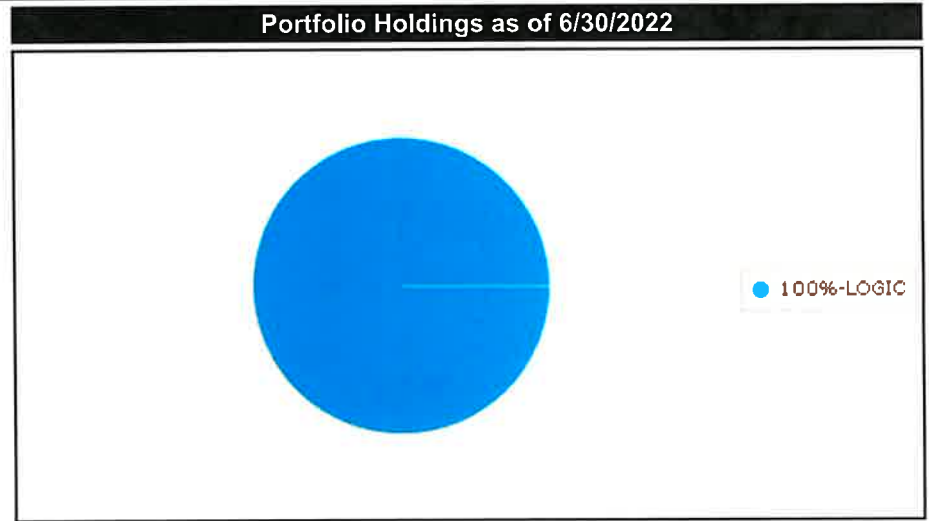
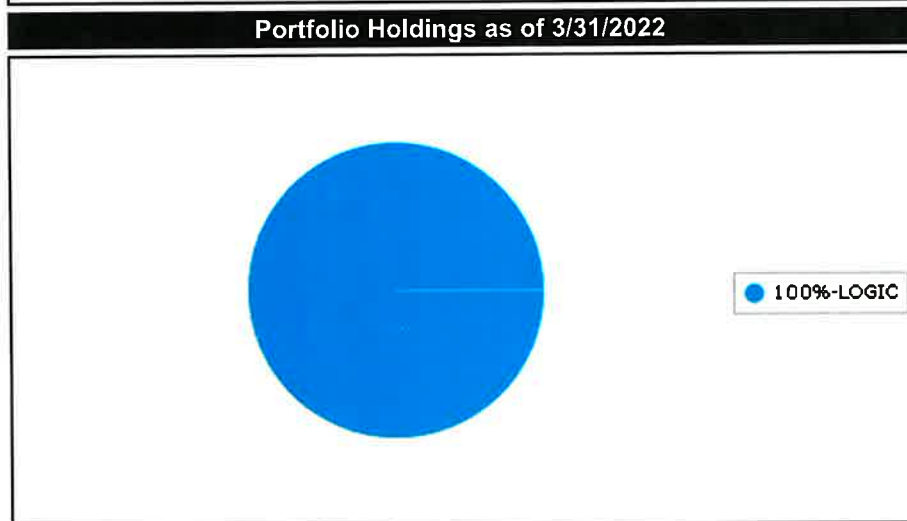




Fort Worth Independent School District Distribution by Issuer - Market Value Real Estate Proceeds

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	39,026,224.29	100.00	40,805,884.45	100.00
Total / Average	39,026,224.29	100.00	40,805,884.45	100.00

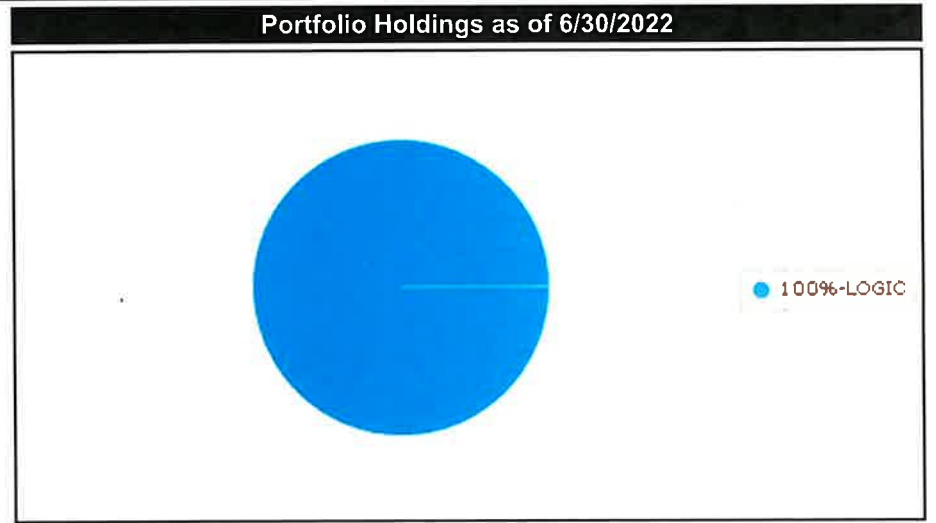
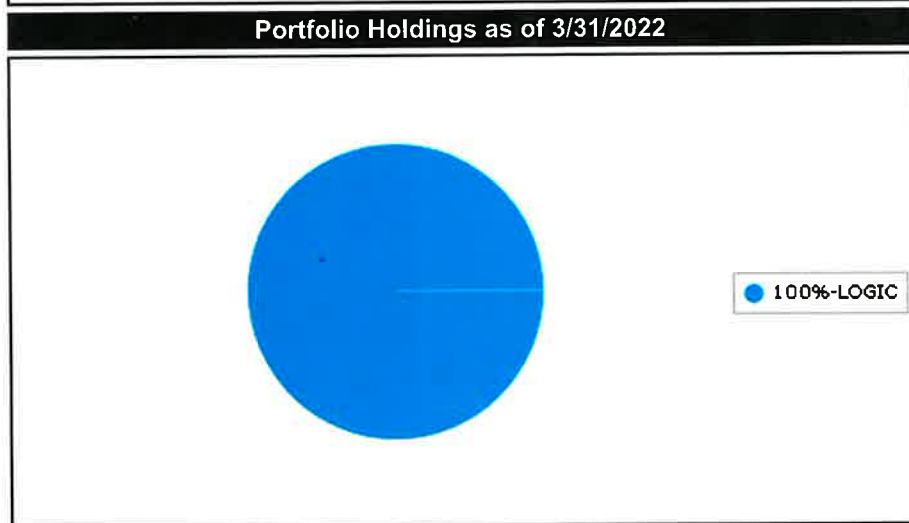




Fort Worth Independent School District Distribution by Issuer - Market Value TRE FUND

Begin Date: 3/31/2022, End Date: 6/30/2022

Issuer Allocation				
Issuer	Market Value 3/31/2022	% of Portfolio 3/31/2022	Market Value 6/30/2022	% of Portfolio 6/30/2022
LOGIC	45,887,729.32	100.00	46,335,593.75	100.00
Total / Average	45,887,729.32	100.00	46,335,593.75	100.00





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

Date: 6/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
Agency Campus Funds								
Texas CLASS LGIP		11/5/2021	139,227.86	100.00	139,227.86	0.02%	NR	1
TXCLASS0011	139,227.86	1.16	139,227.86	1.16		0.00	NR	0
			139,227.86		139,227.86	0.02%		1
Sub Total Agency Campus Funds	139,227.86	1.16	139,227.86	1.16		0.00		0
Campus Activity Fund								
Texas CLASS LGIP		5/31/2010	4,427,456.60	100.00	4,427,456.60	0.69%	S&P-AA+	1
TXCLASS0005	4,427,456.60	1.16	4,427,456.60	1.16		0.00	NR	0
			4,427,456.60		4,427,456.60	0.69%		1
Sub Total Campus Activity Fund	4,427,456.60	1.16	4,427,456.60	1.16		0.00		0
CIP-2013 BOND								
Texas CLASS LGIP		4/14/2014	1,210,668.96	100.00	1,210,668.96	0.19%	S&P-AA+	1
TXCLASS0007	1,210,668.96	1.16	1,210,668.96	1.16		0.00	NR	0
			1,210,668.96		1,210,668.96	0.19%		1
Sub Total CIP-2013 BOND	1,210,668.96	1.16	1,210,668.96	1.16		0.00		0
CIP-2017 BOND FUND								
LOGIC LGIP		5/2/2018	144,535,296.60	100.00	144,535,296.60	22.39%	NR	1
LOGIC13006	144,535,296.60	1.18	144,535,296.60	1.18		0.00	NR	0
Texas CLASS LGIP		5/4/2018	745,519.00	100.00	745,519.00	0.12%	NR	1
TXCLASS0009	745,519.00	1.16	745,519.00	1.16		0.00	NR	0
			145,280,815.60		145,280,815.60	22.51%		1
Sub Total CIP-2017 BOND FUND	145,280,815.60	1.18	145,280,815.60	1.18		0.00		0
Food Service Fund								
Texas CLASS LGIP		2/14/2012	11,316,987.72	100.00	11,316,987.72	1.75%	S&P-AA+	1
TXCLASS0002	11,316,987.72	1.16	11,316,987.72	1.16		0.00	NR	0
			11,316,987.72		11,316,987.72	1.75%		1
Sub Total Food Service Fund	11,316,987.72	1.16	11,316,987.72	1.16		0.00		0
General Operating Fund								



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

Date: 6/30/2022

Description	Face Amount / Shares	Settlement Date	Cost Value	Market Price	Market Value	% Portfolio	Credit Rating	Days To Call/Maturity
CUSIP		YTM @ Cost	Book Value	YTM @ Market	Accrued Interest	Unre. Gain/Loss	Credit Rating	Duration To Maturity
FICA MM		2/8/2016	530,179.52	100.00	530,179.52	0.08%	NR	1
FICA9057-GO	530,179.52	0.71	530,179.52	0.71		0.00	NR	0
LOGIC LGIP		9/25/2014	74,441,559.19	100.00	74,441,559.19	11.53%	NR	1
LOGIC13001	74,441,559.19	1.18	74,441,559.19	1.18		0.00	NR	0
Texas CLASS LGIP		5/31/2010	247,968,880.50	100.00	247,968,880.50	38.41%	S&P-AA+	1
TXCLASS0001	247,968,880.50	1.16	247,968,880.50	1.16		0.00	NR	0
TexPool LGIP		6/30/2010	3,146,616.51	100.00	3,146,616.51	0.49%	S&P-AA+	1
TEXPOOL00001	3,146,616.51	1.00	3,146,616.51	1.00		0.00	NR	0
TexStar LGIP		5/31/2010	2,935,211.71	100.00	2,935,211.71	0.45%	S&P-AA+	1
TEXSTAR11110	2,935,211.71	0.99	2,935,211.71	0.99		0.00	NR	0
Sub Total General Operating Fund	329,022,447.43	1.16	329,022,447.43	1.16	329,022,447.43	50.96%	0.00	1
Interest & Sinking Debt Service Fund								
LOGIC LGIP		12/2/2014	10,776,839.39	100.00	10,776,839.39	1.67%	NR	1
LOGIC13003	10,776,839.39	1.18	10,776,839.39	1.18		0.00	NR	0
Texas CLASS LGIP		5/31/2010	42,074,697.00	100.00	42,074,697.00	6.52%	S&P-AA+	1
TXCLASS0003	42,074,697.00	1.16	42,074,697.00	1.16		0.00	NR	0
TexStar LGIP		5/31/2010	13,056,966.22	100.00	13,056,966.22	2.02%	S&P-AA+	1
TEXSTAR33330	13,056,966.22	0.99	13,056,966.22	0.99		0.00	NR	0
Sub Total Interest & Sinking Debt Service Fund	65,908,502.61	1.13	65,908,502.61	1.13	65,908,502.61	10.21%	0.00	1
Real Estate Proceeds								
LOGIC LGIP		11/4/2020	40,805,884.45	100.00	40,805,884.45	6.32%	NR	1
LOGIC13007	40,805,884.45	1.18	40,805,884.45	1.18		0.00	NR	0
Sub Total Real Estate Proceeds	40,805,884.45	1.18	40,805,884.45	1.18	40,805,884.45	6.32%	0.00	1
Scholarships								



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

Date: 6/30/2022

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Nationwide-Highmark Bond HIGHMARK857	2,211.89	4/19/2002	23,446.00	9.63	21,300.47	0%	NR	
			23,446.00			-2,145.53	NR	
Texas CLASS LGIP TXCLASS0008	559,493.54	4/24/2014 1.16	559,493.54	100.00 1.16	559,493.54	0.09% 0.00	S&P-AA+ NR	1 0
Sub Total Scholarships	561,705.43	1.16	582,939.54	1.16	580,794.01	0.09% -2,145.53		1 0
Student Activity Funds								
Texas CLASS LGIP TXCLASS0010	557,192.88	11/5/2021 1.16	557,192.88	100.00 1.16	557,192.88	0.09% 0.00	NR NR	1 0
Sub Total Student Activity Funds	557,192.88	1.16	557,192.88	1.16	557,192.88	0.09% 0.00		1 0
TRE FUND								
LOGIC LGIP LOGIC13005	46,335,593.75	3/8/2018 1.18	46,335,593.75	100.00 1.18	46,335,593.75	7.18% 0.00	NR NR	1 0
Sub Total TRE FUND	46,335,593.75	1.18	46,335,593.75	1.18	46,335,593.75	7.18% 0.00		1 0
TOTAL PORTFOLIO	645,566,483.29	1.16	645,587,717.40	1.16	645,585,571.87	100.00% -2,145.53		1 0

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES
EHAA(LOCAL) AND FFG(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:

- EHAA(LOCAL): Standard TASB policy: New provisions are recommended based on Senate Bill 8 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials.
- FFG(LOCAL): Standard TASB policy: minor revisions to incorporate House Bill 3379 changes to the standard of reporting child abuse and neglect from “cause to believe” to “reasonable cause to believe.”

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading - Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)
2. Decline to Approve Second Reading - Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading - Revisions to Board Policies EHAA(LOCAL) and FFG(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 September 27,
2022 BOARD MEETING**

- **EHAA(LOCAL):** Standard TASB policy: New provisions are recommended based on Senate Bill 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials.
- **FFG(LOCAL):** Standard TASB policy: minor revisions to incorporate House Bill 3379 changes to the standard of reporting child abuse and neglect from "cause to believe" to "reasonable cause to believe."

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has [reasonable](#) cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. [As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.](#)
[See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

¹ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE MINUTES FROM THE JULY 27, 2022 BOARD POLICY COMMITTEE MEETING**

BACKGROUND:

The Fort Worth Independent School District Board of Trustees approved the creation of the Board Policy Committee. The purpose of the Board Policy Committee is to focus efforts on local governance policy and review local procurement policy.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Minutes from the July 27, 2022 Board Policy Committee Meeting
2. Decline to Approve Minutes from the July 27, 2022 Board Policy Committee Meeting
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

No Cost Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

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

Fort Worth ISD Board of Trustees

RATIONALE:

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

INFORMATION SOURCE:

Board Policy Committee



FORT WORTH ISD MISSION:
PREPARING ^{all} STUDENTS FOR SUCCESS IN
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

Fort Worth ISD Board Policy Committee

Meeting Minutes

July 27, 2022, at 5:00 p.m.

Zoom video

Board Committee Members and Staff Present:

Board Members: Carin “CJ” Evans Quinton “Q” Phillips Michael Ryan

Staff: Amanda Coleman

Call to order at 5:01 p.m.

A. Board Operating Procedures

- Next steps for the Board Policy Committee
- Reconvene when Board votes on committees

Meeting adjourned at 5:23 p.m.

Signed: _____ Date: _____

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: 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

BACKGROUND:

On September 25, 2018, the Board of Education gave authorization to enter contracts for JOC HAZMAT abatement services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$9,500,000 (RFP #19-002). On December 10, 2019, the Board of Education gave additional approval for JOC HAZMAT abatement services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$4,000,000.00 (RFP #19-002).

JOC HAZMAT abatement services began in June 2019 at North Side High School. A contract was entered into in the amount of \$387,718.14. During this phased abatement additional asbestos was discovered and an additional contract was entered into in the amount of \$111,960.21.

During the final phase for construction, additional asbestos material was discovered. On March 23, 2021, the Board of Education approved entering into a contract for JOC HAZMAT Abatement Services at North Side High School with E-Logic, Inc. in an additional amount not to exceed \$246,522.02.

Purchase Order Number	32000020	32000320	32100194	Total
Original Contract Amount:	\$387,718.14	\$111,960.21	\$246,522.02	\$746,200.37
Final Deductive Change Order:	(\$107,389.95)	(\$17,978.37)	(\$114,756.90)	(\$240,125.22)
Final Contract Amount:	\$280,328.19	\$93,981.84	\$131,765.12	\$506,075.15
Previously Paid:	(\$266,311.78)	(\$89,282.75)	(\$125,176.85)	(\$480,771.39)
Final Retainage Payment Due:	\$14,016.41	\$4,699.09	\$6,588.26	\$25,303.76

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of the Contract with E-Logic, Inc., for Job #008-203 (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:

\$25,303.76

VENDOR:

E-Logic, Inc.

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 19-002

Number of Bid/Proposals received: 12

HUB Firms: 2

Compliant Bids: 9

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program

North Side High School

RATIONALE:

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

INFORMATION SOURCE:

Joseph Coburn

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH ADOLFSON & PETERSON CONSTRUCTION FOR JOB #071-102 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 14, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Adolfson & Peterson Construction for pre-construction services for Job No. 071-102 (Construction Manager at Risk (CMAR) RFQ #19-099), Benbrook Middle/High School. On August 13, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included: 1) A new competition gymnasium with bleacher and dressing areas; 2) New Fine Arts addition for Band, Orchestra, Choir, Science, Technology, Engineering, and Mathematics (STEM) classrooms and collaboration areas; and 4) Renovations to existing spaces and additional parking.

Original Contract with Guaranteed Maximum Price:	\$15,688,915.00	Original Substantial Completion Date:	May 31, 2021
Final Deductive Change Order:	(\$88,605.48)	Substantial Completion Date Decreased:	43 days
Final Contract Amount:	\$15,600,309.52	Final Substantial Completion Date:	July 13, 2021
Previously Paid:	(14,910,994.90)		
Final Payment Due:	\$687,862.42		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

\$687,862.42

VENDOR:

Adolfson & Peterson Construction

PURCHASING MECHANISM:

Bid/Proposal Statistics

Bid Number: 19-099

Number of Bid/Proposals received: 11

HUB Firms: 4

Compliant Bids: 11

Purchasing Support Documents Needed:

Not Applicable

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

Capital Improvement Program
Benbrook Middle/High School

RATIONALE:

Adolfson & Peterson Construction has completed all work as required per the terms of their Contract for an addition and renovations at Benbrook Middle/High School. The work has been inspected by LBL Architects 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

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: **APPROVE RATIFICATION OF THE ELECTRONIC VISITOR MANAGEMENT SYSTEM FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES**

BACKGROUND:

The annual renewal fee for the electronic visitor management system from Raptor Technologies, LLC is due for the 2022 - 2023 school year. The system is used in District Schools and administrative facilities, whereby a visitor's identification any be scanned, cross-referenced in national and local sex offenders' registries, allowing visitor badges to be printed.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the Electronic Visitor Management System for District Campuses and Administrative Facilities
2. Decline to Approve Ratification of the Electronic Visitor Management System for District Campuses and Administrative Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

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

FUNDING SOURCE: *Additional Details*

General Fund 199-52-6399-001-999-99-390-000000

COST:

\$84,375

VENDOR:

Raptor Technologies, LLC

PURCHASING MECHANISM:

Competitive Solicitation

Bid Number: #15-098
Number of Bid/Proposal received 43
Compliant Bids: 43

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 selected to support this purchase.

Purchasing Support Documents Needed:

Solicitation – Bid Summary/Evaluation

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

Safety and Security
School Campuses
Administration Building and Professional Development Center (PDC)

RATIONALE:

The renewal will provide continued support for the visitor management surveillance system. This system, along with the District staff, will assist in creating a safe and secure learning and teaching environment at school campuses, at the administration building, and at the PDC.

INFORMATION SOURCE:

Karen Molinar



Renewal Notice

Date 7/1/2022
Renewal # 32621
Start Date 9/1/2022
End Date 8/31/2023

"Protect Every Child, Every School, Every Day"

**Your Service Ends
8/31/2022**
To avoid loss of service, please
pay renewal fee on or before the
above service end date.

Bill To:

Fort Worth ISD
Accounts Payable
100 N University, Suite NW 140-E
Fort Worth TX 76107-1300

Ordered By:

Fort Worth Independent School District

Terms
RN N60

Description	Qty	Price	Amount
Raptor Visitor Management Annual Access Fee	135	\$625.00	\$84,375.00

Subtotal \$84,375.00
Tax Total \$0.00
Total \$84,375.00

Questions? Email Renew@Raptortech.com

Remit Checks to:

Raptor Technologies, LLC
Dept 141
PO Box 4458
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.



District Name	Building Name
Fort Worth ISD	A.M. Pate Elementary
Fort Worth ISD	Alice Carlson Elementary
Fort Worth ISD	Amon Carter - Riverside High School
Fort Worth ISD	Applied Learning Academy
Fort Worth ISD	Arlington Heights High School
Fort Worth ISD	Atwood McDonald Elementary
Fort Worth ISD	Benbrook Elementary
Fort Worth ISD	Benbrook Middle/High School
Fort Worth ISD	Bill Elliot Elementary
Fort Worth ISD	Bonnie Brae Elementary
Fort Worth ISD	Bruce Shulkey Elementary
Fort Worth ISD	Burton Hill Elementary
Fort Worth ISD	Carroll Peak Elementary
Fort Worth ISD	Carter Park Elementary
Fort Worth ISD	Cesar Chavez Elementary
Fort Worth ISD	Charles Nash Elementary
Fort Worth ISD	Christene Moss Elementary
Fort Worth ISD	Clifford Davis Elementary
Fort Worth ISD	Como Elementary
Fort Worth ISD	Como Montessori
Fort Worth ISD	Contreras Elementary
Fort Worth ISD	D. McRae Elementary
Fort Worth ISD	Daggett Elementary
Fort Worth ISD	Daggett Middle School
Fort Worth ISD	Daggett Montessori
Fort Worth ISD	David Sellars Elementary
Fort Worth ISD	De Zavala Elementary
Fort Worth ISD	Diamond Hill Elementary
Fort Worth ISD	Diamond Hill-Jarvis High School
Fort Worth ISD	Dolores Huerta Elementary
Fort Worth ISD	Dunbar High School
Fort Worth ISD	East Handley Elementary
Fort Worth ISD	Eastern Hills Elementary
Fort Worth ISD	Eastern Hills High School
Fort Worth ISD	Edward J Briscoe Elementary
Fort Worth ISD	Forest Oak Middle School
Fort Worth ISD	George Clarke Elementary
Fort Worth ISD	Glen Park Elementary
Fort Worth ISD	Glencrest 6th Grade Center
Fort Worth ISD	Greenbriar Elementary
Fort Worth ISD	Harlean Beal Elementary
Fort Worth ISD	Hazel Harvey Peace Elementary
Fort Worth ISD	Helbing Elementary
Fort Worth ISD	Hubbard Heights Elementary
Fort Worth ISD	I.M. Terrell Academy
Fort Worth ISD	International Newcomer Academy

Fort Worth ISD	Jacquet Middle School
Fort Worth ISD	Jo Kelly School
Fort Worth ISD	John T. White Elementary
Fort Worth ISD	JP Elder Middle School
Fort Worth ISD	Kirkpatrick Elementary
Fort Worth ISD	Kirkpatrick Middle School
Fort Worth ISD	Leonard Middle School
Fort Worth ISD	Lily Clayton Elementary
Fort Worth ISD	Lowery Road Elementary
Fort Worth ISD	Luella Merrett Elementary
Fort Worth ISD	M. G. Ellis Primary School
Fort Worth ISD	Manuel Jara Elementary
Fort Worth ISD	Marine Creek Collegiate High School
Fort Worth ISD	Mary Louise Phillips Elementary
Fort Worth ISD	Maude Logan Elementary
Fort Worth ISD	Maudrie Walton Elementary
Fort Worth ISD	McClung Middle School
Fort Worth ISD	McLean 6th Grade Center
Fort Worth ISD	McLean Middle School
Fort Worth ISD	Meacham Middle School
Fort Worth ISD	Meadowbrook Elementary
Fort Worth ISD	Meadowbrook Middle School
Fort Worth ISD	Metro Opportunity
Fort Worth ISD	Mitchell Boulevard Elementary
Fort Worth ISD	Monnig Middle School
Fort Worth ISD	Moore Elementary
Fort Worth ISD	Morningside Elementary
Fort Worth ISD	Morningside Middle School
Fort Worth ISD	Natha Howell Elementary
Fort Worth ISD	North Hi Mount Elementary
Fort Worth ISD	North Side High School
Fort Worth ISD	O.D. Wyatt High School
Fort Worth ISD	Oakhurst Elementary
Fort Worth ISD	Oaklawn Elementary
Fort Worth ISD	Overtonpark Elementary
Fort Worth ISD	Paschal High School
Fort Worth ISD	Polytechnic High School
Fort Worth ISD	Richard Wilson Elementary
Fort Worth ISD	Ridglea Hills Elementary
Fort Worth ISD	Riverside ALC
Fort Worth ISD	Riverside Middle School
Fort Worth ISD	Rosemont Elementary
Fort Worth ISD	Rosemont Middle School
Fort Worth ISD	Rufino Mendoza Elementary
Fort Worth ISD	S. S. Dillow Elementary
Fort Worth ISD	Sagamore Hill Elementary
Fort Worth ISD	Sam Rosen Elementary

Fort Worth ISD	Seminary Hills Park Elementary
Fort Worth ISD	South Hi Mount Elementary
Fort Worth ISD	South Hills Elementary
Fort Worth ISD	South Hills High School
Fort Worth ISD	Southwest High School
Fort Worth ISD	Springdale Elementary
Fort Worth ISD	Stevens Elementary
Fort Worth ISD	Stripling Middle School
Fort Worth ISD	Success High School
Fort Worth ISD	Sunrise-McMillan Elementary
Fort Worth ISD	TA Sims Elementary
Fort Worth ISD	TABS High School
Fort Worth ISD	Tanglewood Elementary
Fort Worth ISD	TCC South Campus
Fort Worth ISD	Transition Center/College Program
Fort Worth ISD	Trimble Tech High School
Fort Worth ISD	Van Zandt-Guinn Elementary
Fort Worth ISD	Versia Williams Elementary
Fort Worth ISD	W. J. Turner Elementary
Fort Worth ISD	W. M. Green Elementary
Fort Worth ISD	Washington Heights Elementary
Fort Worth ISD	Waverly Park Elementary
Fort Worth ISD	Wedgewood 6th Grade Center
Fort Worth ISD	Wedgewood Middle School
Fort Worth ISD	West Handley Elementary
Fort Worth ISD	Westcliff Elementary
Fort Worth ISD	Westcreek Elementary
Fort Worth ISD	Western Hills Elementary
Fort Worth ISD	Western Hills High School
Fort Worth ISD	Western Hills Primary
Fort Worth ISD	Westpark Elementary
Fort Worth ISD	William James Middle School
Fort Worth ISD	Woodway Elementary
Fort Worth ISD	World Languages Institute
Fort Worth ISD	Worth Heights Elementary
Fort Worth ISD	Young Men's Leadership Academy
Fort Worth ISD	Young Women's Leadership
Fort Worth ISD	Z1-Admin Building-Info Desk
Fort Worth ISD	Z2-Admin Building-HCM
Fort Worth ISD	Z3-Admin Building-PDC
Fort Worth ISD	Z-District Volunteers
Fort Worth ISD	Z-Teacher & Learning Center

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: 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

BACKGROUND:

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural and Engineering and Professions Service for the 2021 Capital Improvement Program (CIP). These firms were selected following a review of bids and proposals, and project assignments were made through a joint effort between Fort Worth ISD CIP leadership and Procedeo.

The following is a list of assigned Architectural Assignment Firms:

<u>Campus</u>	<u>Architect</u>	<u>Not-to-Exceed</u>
Repurposed Como Montessori	Kline Hardin	\$903,858.33
New Elementary Campus 1 Eastern Hills Elementary School	BRW Architects	\$2,813,036.01
New Elementary Campus 2 Maudrie Walton Elementary School	KAI Design	\$2,813,036.01
New Elementary Campus 3 Worth Heights Elementary School	Perkins + Will, Inc.	\$2,813,036.09
Early Childhood Center (Morningside Annex)	Pfluger Architects, Inc.	\$486,192.15
W.C. Stripling Middle School	Hahnfeld Hoffer Stanford	\$3,551,337.15
W.P. McLean Middle School	Glenn Partners, PLLC	\$2,778,827.65
McLean 6th Grade Center	Glenn Partners, PLLC	\$1,630,157.74
J. Martin Jacquet Middle School	BLDD Architects, Inc.	\$2,586,620.42
The Leadership Academy at Forest Oak Middle School	Perkins + Will, Inc.	\$3,263,386.63
Wedgewood Middle School	WRA Architects, Inc.	\$3,610,937.09
M.L. Kirkpatrick Middle School	CaCo Architecture, LLC	\$2,313,207.63
William James Middle School	Stantec Architecture, Inc.	\$3,171,274.71
Daggett Montessori	DLR Group, Inc. of Texas	\$1,316,874.10
J.P. Elder Middle School	Kline Hardin	\$3,012,053.42
Meadowbrook Middle School	Pfluger Architects, Inc.	\$2,851,506.75
Applied Learning Academy	O'Donnell Robertson	\$2,335,937.87
Rosemont Middle School	Huckabee & Associates	\$4,100,932.56
Leonard Middle School	VLK Architects, Inc.	\$2,965,201.53
Morningside Middle School	Corgan	\$3,272,500.21
Riverside Middle School	Parkhill	\$2,838,047.28
William Monnig Middle School	VLK Architects, Inc.	\$2,671,332.76
W.A. Meacham Middle School	KAI Design	\$3,042,353.70

Jean McClung Middle School	HarrisonKornberg Architects	\$1,748,992.99
E.M. Daggett Middle School	LBL Architects, Inc.	\$2,125,534.05
Young Women’s Leadership Academy	Smith & Company Architects	\$1,262,082.50
TOTAL		\$66,278,257.32

The firms/projects listed in bold represent architectural firms that qualify for one or more HUB/MWBE distinctions. The firms represent 34.6% of the projects (9 of 26) and 26.8% of the total expenditure.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of the Contracts for Architectural and Engineering Profession Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election
2. Decline to Approve Ratification of the Contracts for Architectural and Engineering Profession Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

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

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-B39-XXX-99-000-XXXXXX

COST:

Not-to-Exceed \$66,278,257.32 for the duration of the 2021 Capital Improvement Program.
(Funds will be utilized within the location budget(s), and if additional funds are needed a request for approval will be submitted.)

VENDOR:

See Architectural Assignment Table

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-041

Number of Bid/Proposals received: 50

HUB Firms: 0

Compliant Bids: 50

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Capital Improvement Program

RATIONALE:

Architectural and Engineering Professional Services are necessary to support the 2021 Capital Improvement Program. Approval of the ratification of the contracts for these services will enable the District to move forward with the 2021 CIP projects.

INFORMATION SOURCE:

Joseph Coburn

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: APPROVE AMENDMENT OF CONTRACTS FOR HIGH IMPACT TUTORING SERVICES

BACKGROUND:

Fort Worth Independent School District is requesting approval to amend one (1) of the High Impact Tutoring contracts passed in August 23, 2022 Board Meeting. The purpose of the amendment is to add four (4) school locations to the tutoring services. The High Impact Tutoring contracts are to support House Bill 4545 requirements. The House Bill 4545 became effective June of 2021 and establishes required supplemental accelerated instruction for students who did not pass the State of Texas Assessments of Academic Readiness (STAAR). A district must provide accelerated instruction to any student that fails to perform satisfactorily on 3-8 STAAR Math/Reading or an End-of-Course (EOC) assessment. It mandates that accelerated instruction take place, in the applicable subject area, during the subsequent summer, or the following school year. The Texas Education Agency (TEA) recommends High Impact Tutoring, as there is robust evidence that High Impact Tutoring is an effective way to increase learning gains. Fort Worth Independent School District will implement a High Impact Tutoring Initiative beginning October 3, 2022, through April 28, 2023, via selected tutoring vendors. Vendors will provide accelerated instruction at select campuses, for students that did not meet on 3-8 STAAR Math and/or Reading. The schools listed in this consent agenda item selected to outsource tutoring services and were not listed in the contracts approved by the Board on August 23, 2022. This is an ESSER funded initiative.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Amendment of Contracts for High Impact Tutoring Services
2. Decline to Approve Amendment of Contracts for High Impact Tutoring Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Amendment of Contracts for High Impact Tutoring Services

FUNDING SOURCE: *Additional Details*

ESSER Fund 282-11-6299-0XL-XXX-24-950-000000-22F32

COST:

\$125,000

VENDOR:

Hey Tutor, Inc

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-018

Number of Bid/Proposals received: 35

HUB Firms: 6

Compliant Bids: 35

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:

HeyTutor, Inc.

Greenbriar Elementary School

Tanglewood Elementary School

Worth Heights Elementary School

Young Women's Leadership Academy

RATIONALE:

Fort Worth Independent School District is requesting approval to one (1) of the High Impact Tutoring contracts passed in the August 23, 2022 Board Meeting to add four (4) school locations. The High Impact Tutoring Initiative encourages tutoring before, after, or during the school day, to accelerate student learning. Approving this item will ensure Fort Worth Independent School District meets mandated TEA requirements for supplemental accelerated instruction. Students who did not meet performance standards on 3-8 STAAR Math and/or Reading will receive targeted support, according to individual students' needs. This initiative ensures House Bill 4545 requirements are met, with the purpose of increasing student achievement.

INFORMATION SOURCE:

Marcey Sorensen

CONSULTANT SERVICE CONTRACT ADDENDUM

This Consultant Service Contract Addendum (“Addendum”) is made a part of the Consultant Service Contract dated August 24, 2022 between the Fort Worth Independent School District, a political subdivision of the State of Texas, hereto duly authorized (“District”), and Hey Tutor, Inc (“Consultant”). The District and Consultant 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 outlined below. These additions shall be valid as if part of the original contract.

Subsection 3.1 of the Consultant Services Contract is hereby amended to reflect a change in the compensation of Consultant from an amount NOT TO EXCEED \$ 1,883,500 to an amount NOT TO EXCEED \$ 2,008, 500. Amendment is to increase contract amount by \$125,000 to add additional school locations listed in Exhibit C.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

FOR DISTRICT:

Signed: _____
Name: _____
Title: _____
Date: _____
Req. # _____

FOR CONSULTANT:

DocuSigned by:
Signed: RYAN NEMAN
B26311A8F147476...
Name: RYAN NEMAN
Title: Founder
Date: 8/26/2022

APPROVED: (required over \$25,000)

Signed: _____
Dr. Kent Scribner
Superintendent of Schools
Date: _____

Business Organization: (check one)

- Corporation Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)

APPROVED AS TO FORM:

(required over \$10,000)

Signed: _____
Legal Counsel for District
Date: _____

Other: _____

(Social Security/Employer ID Number)

Exhibit C

The additional campuses being added to the Consultant Service Contract with Hey Tutor Inc., are the following:

Greenbriar Elementary School

Tanglewood Elementary School

Worth Heights Elementary School

Young Women's Leadership Academy

Number of School Sites	4
Total Number of Tutors	4
Working weeks per school year	24
Total tutor hours expected	2496
Tutor Training	\$200.00
Hourly Rate Per Tutor	\$50.00
Total Cost/YR	
	\$125,000

**CONSENT AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: APPROVE CLOSEOUT OF THE CONTRACT WITH REEDER/SUMMIT JV FOR 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

BACKGROUND:

On March 22, 2022, the Board of Education (BOE) authorized the Superintendent, or Designee, to negotiate and enter into a contract with a General Contractor for GMP Package No. 1 (GMP#1) for demolition and abatement services to be performed at the District’s facility located at 7060 Camp Bowie Boulevard, Fort Worth, Texas. Said contract was entered into with Reeder/Summit JV. The project was substantially completed on August 1, 2022, as inspected by Huckabee, the District’s architectural firm. GMP#1 was completed on schedule and under budget. Reeder/Summit JV has submitted all required closeout documentation, which has been reviewed for completeness prior to final payment being authorized to the contractor.

Original GMP#1 Contract Amount:	\$1,994,880.00		
Final Deductive Change Order(s):	-0-		
Amount Paid to Date	\$1,662,636.58	Final Substantial Completion Date:	August 1, 2022
Retainage Due	\$87,507.19		
Total Contract Amount to be Paid	\$1,750,143.77		
Total Unused Budgeted Funds	\$244,736.23		

Additionally, on May 24, 2022, the BOE authorized the Superintendent, or Designee, to negotiate and enter into a contract with a General Contractor for 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 façade. Said contract was entered into with Reeder/Summit JV for the total BOE approved amount of \$38,053,802. Said project is currently underway and on schedule. In the event of any unforeseen conditions and/or additional costs that may be associated with GMP#2,

Administration recommends that the sum of \$244,736.23, which represents the budgeted unused funds from GMP#1, be transferred to GMP#2. Administration also recommends that the BOE authorize the Superintendent, or designee, to execute an amendment to the GMP#2 contract increasing the contract sum to \$38,298,538.23.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of the Contract with Reeder/Summit JV for 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 Authorized the Superintendent, or Designee, to Execute an Amendment to the GMP Package No. 2 Contract
2. Decline to Approve Closeout of the Contract with Reeder/Summit JV for 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 Authorized the Superintendent, or Designee, to Execute an Amendment to the GMP Package No. 2 Contract
3. Remand to Staff for Further Study.

SUPERINTENDENT'S RECOMMENDATION:

Approve Closeout of the Contract with Reeder/Summit JV for 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 Authorized the Superintendent, or Designee, to Execute an Amendment to the GMP Package No. 2 Contract

FUNDING SOURCE:

Additional Details

Real Estate Sale Proceeds Fund 652-81-6629-0CB-999-99-405-000000

COST (GMP#1):

\$87,507.19 (Payment of Retainage on GMP#1. Total Contract Amount = \$1,750,143.77)

COST (GMP#2):

Original BOE Approved Contract for GMP#2.....	\$38,053,802.00
Add Budgeted Unused Funds from GMP#1	\$244,736.23
Amended Contract Total of GMP#2.....	\$38,298,538.23

VENDOR:

Reeder/Summit JV

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-059

Number of Bid/Proposals received: 8

HUB Firms: 5

Compliant Bids: 8

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

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

Interim Superintendent

Chief Financial Officer

Chief of Operations

RATIONALE:

Reeder/Summit JV Inc. has completed all work as required per the terms of their GMP#1 Contract. The work has been inspected by Huckabee, the District's architectural firm, and the closeout documents have been provided to the District. GMP#1 was completed on schedule and under budget. The remaining used budgeted funds should be transferred to GMP#2 in the event there are any unforeseen conditions and/or additional costs.

INFORMATION SOURCES:

Karen Molinar

Carmen Arrieta-Candelaria

Joseph Coburn

**ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022**

TOPIC: **APPROVE PURCHASE OF SOFTWARE LICENSES FOR MATH INTERVENTION AND PROFESSIONAL DEVELOPMENT**

BACKGROUND:

This adaptive mathematics program designed for students in grades K-5 is a supplemental, online intervention program that helps move struggling students up to grade-level proficiency in math. The program utilizes the North West Evaluation Association Measures of Academic Progress (NWEA MAP) Growth Data with its system to create individualized prescriptive learning progressions for each student. This is the initial signing for contract services from October 1, 2022, through September 30, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Software Licenses for Math Intervention and Professional Development
2. Decline to Approve Purchase of Software Licenses for Math Intervention and Professional Development
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Software Licenses for Math Intervention and Professional Development

FUNDING SOURCE:

Additional Details

ESSER Fund	282-11-6399-019-XXX-24-950-000155-22F32.....	\$528,000
	282-13-6299-019-999-24-950-000155-22F32.....	\$326,500

COST:

\$854,500

VENDOR:

DreamBox Learning

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-127

Number of Bid/Proposals received: 12

HUB Firms: 2

Compliant Bids: 12

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:

All Fort Worth Elementary Campuses

RATIONALE:

The K-5 digital math program designed to complement the math curriculum in the classroom or at home. It has rigorous and interactive lessons that adapt to each student, providing the ultimate personalized learning experience.

INFORMATION SOURCE:

Marcey Sorensen



DreamBox Software and Services Agreement

Ft. Worth ISD TX

777 108th Ave. NE, Suite 2300
 Bellevue, WA 98004-5149
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

Order Form #: DB062183080
Order Form Valid Until: Oct. 15, 2022

Order Form		
Customer: FORT WORTH ISD, TX	Service Start Date: 10-01-2022 Service End Date: 09-30-2023	Subscription Period: 12 Months
Customer's Point of Contact: Name: Marcy Sorensen Title: Chief Academic Officer Phone: E-Mail: marcy.sorensen@fwisd.net	Customer's Billing Address: Attn: Marcy Sorensen 100 N UNIVERSITY DR FORT WORTH, TX 76107	Agreement Prepared By: Laurie Mattson Title: Account Executive Phone: E-Mail: laurie.mattson@readingplus.com
Pricing		
Software and Services	Quantity	Price
Dreambox Learning - Advanced Licenses - DreamBox Math Advanced Licenses. Year two pricing increased by 3% per RFP.	32,000	\$528,000.00
Professional Development Services -	1	\$326,500.00
	Subtotal:	\$854,500.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
	Total:	\$854,500.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> 12	\$854,500.00	10/1/2022	10/31/2022
<i>Total Fees:</i> \$854,500.00	\$870,340.00	10/1/2023	10/31/2023

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than \$8,000.00**, please [Click Here](#). Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to:

DreamBox Learning, Inc.
 Bridge Bank
 Routing #: 121143260
 Account #: 102517190

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC

CUSTOMER: Ft. Worth ISD TX

Signature: 

Signature: _____

Name: Lance Ludman

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

**ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: APPROVE PURCHASE OF HEAVY EQUIPMENT FOR
DISTRICT - WIDE USE**

BACKGROUND

The Landscape, General Maintenance and Plumbing Departments of District Operations use heavy equipment for various projects. To date, the aforementioned departments have rented the equipment needed to perform earth-moving tasks. District Operations would like to purchase heavy equipment, including two (2) skid steers (model 259D3), one (1) with a hammer and mulcher and one (1) with a brush hog; two (2) excavators (model 303.5), one (1) with a thumb and one (1) with a thumb and hammer; and one (1) mini compact excavator (model 301.8). Owning the equipment would enable these departments to operate more efficiently and will save money in the long term.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Heavy Equipment for District - Wide Use
2. Decline to Approve Purchase of Heavy Equipment for District - Wide Use
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Heavy Equipment for District - Wide Use

FUNDING SOURCE: *Additional Details*

TRE 198-51-6639-001-999-99-437-0000000

COST:

\$381,889.28

VENDOR:

Texas First Rentals, LLC Holt CAT

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 Sourcewell Contract 032119-CAT. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required
#032119-CAT

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

Maintenance Department

RATIONALE:

The purchase of heavy equipment will support efficient project planning for the Maintenance Department.

INFORMATION SOURCE:

Joseph Coburn



DATE: Aug 22, 2022
 QUOTE #:294721-01

FT WORTH ISD
 Joe Flores

Dunn, Patrick
 817.996.6348

100 UNIVERSITY DR
 FT WORTH, TEXAS 76107

One (1) New Caterpillar Inc Model: 259D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price machine	\$96,352.00
Sourcwell contract 032119 machine discount 21%	(\$20,233.92)
List Price attachments	\$54,700.00
Sourcwell contract 032119 attachment discount 15%	(\$8,205.00)
Holt Caterpillar customer loyalty discount	(\$3,301.63)
SUB TOTAL	\$119,311.45
TOTAL PURCHASE PRICE	\$119,311.45

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Aug 22, 2022 QUOTE #:Quote 294721-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP3/D3/CAB/AC/R-CNTRL/HYDQC	512-4259
LANE 3 ORDER	0P-9003
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599
HYDRAULICS, PERFORMANCE, (H3)	512-4325
CONTROL, ISO, PROP, WT	512-4115
RIDE CONTROL	512-3484
BATTERY,HD,DISCONNECT, 850 CCA	560-7824
REAR LIGHTS	356-6082
ROPS, ENCLOSED WITH A/C (C3)	512-4345
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
SEAT BELT, 2"	542-6994
STANDARD RADIO(12V),BLUETOOTH	345-6180
DISPLAY, ADVANCED, LCD, CAMERA	416-9265

DESCRIPTION	REF.#
FAN, COOLING, DEMAND	486-6956
QUICK COUPLER, HYDRAULIC	512-4052
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3765
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, TWO SPEED WITH HIGH FLOW	568-4702
PACK, DOMESTIC TRUCK	0P-0210
FILM, RIDE CONTROL, ANSI	422-3445
PRODUCT LINK, CELLULAR PL243	566-7115
DOOR, CAB, POLYCARBONATE	539-8616
LIGHTS, LED	495-1671
Caterpillar 68" edge bucket	279-5369
Caterpillar BR118 brush cutter	264-9401
Caterpillar skid steer forks	353-1697
Caterpillar B8S hammer	532-9208
Caterpillar HM215 mulcher	475-2770

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

UNDERCARRIAGE

Suspension - independent torsion axle(4)

Two speed motor

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

transmission control
 Speed sensor guarding

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start / stop / aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:
-Air filter restriction
-Alternator output
-Armrest raised / operator out of seat
-Engine coolant temperature
-Engine oil pressure
-Glow plug activation
-Hydraulic filter restriction
-Hydraulic oil temperature
-Park brake engages
-Engine emission system
Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock system, when operator

leaves seat or armrest raised:
-Hydraulic system disables
-Hydrostatic transmission disables
-Parking brake engages
ROPS cab, open, tilt up
Anti-theft security system w/6-button keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
USB charging port
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects with integrated pressure release
Split D-ring to route work tool hoses along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007



DATE: Aug 22, 2022
 QUOTE #:294721-02

FT WORTH ISD
 Joe Flores

Dunn, Patrick
 817.996.6348

100 UNIVERSITY DR
 FT WORTH, TEXAS 76107

One (1) New Caterpillar Inc Model: 259D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price Machine	\$96,352.00
Sourcwell contract 032119 machine discount 21%	(\$20,233.92)
List Price attachments	\$10,500.00
Sourcwell contract 032119 attachment discount 15%	(\$1,575.00)
Holt Caterpillar customer loyalty discount	(\$1,742.22)
SUB TOTAL	\$83,300.86
TOTAL PURCHASE PRICE	\$83,300.86

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Aug 22, 2022 QUOTE #:Quote 294721-02

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP3/D3/CAB/AC/R-CNTRL/HYDQC	512-4259
LANE 3 ORDER	0P-9003
RUBBER BELT, 2 SPD, TF IDLERS	357-0240
TRACK,RUBBER,320MM(12.6IN)BLCK	343-4599
HYDRAULICS, PERFORMANCE, (H3)	512-4325
CONTROL, ISO, PROP, WT	512-4115
RIDE CONTROL	512-3484
BATTERY,HD,DISCONNECT, 850 CCA	560-7824
REAR LIGHTS	356-6082
ROPS, ENCLOSED WITH A/C (C3)	512-4345
SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
SEAT BELT, 2"	542-6994
STANDARD RADIO(12V),BLUETOOTH	345-6180
DISPLAY, ADVANCED, LCD, CAMERA	416-9265

DESCRIPTION	REF.#
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QUICK COUPLER, HYDRAULIC	512-4052
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-3765
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, TWO SPEED WITH HIGH FLOW	568-4702
PACK, DOMESTIC TRUCK	0P-0210
FILM, RIDE CONTROL, ANSI	422-3445
PRODUCT LINK, CELLULAR PL243	566-7115
DOOR, CAB, POLYCARBONATE	539-8616
LIGHTS, LED	495-1671
Caterpillar 68" edge bucket	279-5369
Caterpillar BR118 brush cutter	264-9401
Caterpillar skid steer forks	353-1697

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

UNDERCARRIAGE

Suspension - independent torsion axle(4)

Two speed motor

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

transmission control
 Speed sensor guarding

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start / stop / aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:

leaves seat or armrest raised:

423

- Air filter restriction
- Alternator output
- Armrest raised / operator out of seat
- Engine coolant temperature
- Engine oil pressure
- Glow plug activation
- Hydraulic filter restriction
- Hydraulic oil temperature
- Park brake engages
- Engine emission system
- Gauges: fuel level and hour meter
- Storage compartment with netting
- Ergonomic contoured armrest
- Control interlock system, when operator

- Hydraulic system disables
- Hydrostatic transmission disables
- Parking brake engages
- ROPS cab, open, tilt up
- Anti-theft security system w/6-button keypad
- FOPS, Level I
- Top and rear windows
- Floormat
- Interior rear view mirror
- USB charging port
- Horn
- Hand (dial) throttle, electronic

FRAMES

- Lift linkage, vertical path
- Chassis, one piece welded
- Machine tie down points (6)

- Belly pan cleanout
- Support, lift arm
- Rear bumper, welded

OTHER STANDARD EQUIPMENT

- Engine enclosure - lockable
- Extended life antifreeze (-37C, -34F)
- Work tool coupler
- Hydraulic oil level sight gauge
- Radiator coolant level sight gauge
- Radiator expansion bottle
- Cat ToughGuard TM hose

- Heavy duty flat faced quick disconnects with integrated pressure release
- Split D-ring to route work tool hoses along side of left lift arm
- Hydraulic demand cooling fan
- Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007

THE NEW **D3 Series**
SSL/CTL



COMFORTABLE. PERFORMANCE. SMART.

CUSTOMER DRIVEN COMFORT, PERFORMANCE, AND TECHNOLOGY ENHANCEMENTS

15% ADDITIONAL SPACE FOR MORE OPERATOR COMFORT

- Redesigned, More Comfortable Cab
- Wider opening door for easier machine entry

PERFORMANCE

- Improved Performance-Tuned Suspension
- Customer Driven Enhancements to Fuel System & Drive Train

SMART

- Providing the Next Level Machine and Tool Compatibility
- Integrated SMART technology to automate complex attachments – **INDUSTRY FIRSTS**
 - Attachment recognition
 - Tailors controls
 - Grade Assist



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DATE: Aug 22, 2022
 QUOTE #:294631-01

FT WORTH ISD
 JAMES COHEN

Dunn, Patrick
 817.996.6348

100 UNIVERSITY DR
 FT WORTH, TEXAS 76107

One (1) New Caterpillar Inc Model: 301.8 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: HL3000152 SERIAL NUMBER: 0H8X06868

Machine List Price	\$46,799.00
Sourcewell contract 032119 machine discount 20%	(\$9,359.80)
Holt Caterpillar customer loyalty discount	(\$97.32)
SUB TOTAL	\$37,341.88
TOTAL PURCHASE PRICE	\$37,341.88

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Aug 22, 2022 QUOTE #:Quote 294631-01

MACHINE SPECIFICATIONS

STOCK NUMBER: HL3000152 SERIAL NUMBER: 0H8X06868

DESCRIPTION	REF.#
301.8 05A MHE CFG14A	558-1329
301.8 05A HYDRAULIC EXCAVATOR	519-8354
TRAVEL LEVERS AND PEDALS	519-9283
ALARM, TRAVEL	521-9521
ACCUMULATOR	522-3705
DRAIN, ECOLOGY	524-0994
BOOM LIGHT, BRACKET AND GUARD	525-4443
ENGINE, EPA T4	541-3377
FILM, ROPS, ISO	541-4783
2 WAY CONTROL	542-1495
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, CODED START	557-1713
LANE 3 ORDER	0P-9003
STICK, LONG, W/THUMB BRACKET	558-1345
LINES, BOOM, WITHOUT BLCV	519-8542

DESCRIPTION	REF.#
LINES, STICK, WITHOUT SLCV	519-8550
LINKAGE, BUCKET, W/LIFTING EYE	522-0651
UNDERCARRIAGE, EXPANDABLE	521-4159
TRACK, 9", RUBBER BELT	523-5529
CONTROL, 1ST AUX, JOYSTICK	524-5789
LINES, BUCKET, LONG STICK	519-8560
BOOM LIGHT, STANDARD	525-4426
CANOPY, WITH ROPS	519-9355
SEAT, NON SUSPENSION, VINYL	519-9267
FLOORMAT, CANOPY, W/TRAVEL	594-7895
PRODUCT LINK, CELLULAR PL243	576-1568
FILM, PRODUCT LINK, ANSI	541-4787
CAT KEY, WITH PASS CODE OPTION	525-4465
BATTERY DISCONNECT, CANOPY	525-4468
FILMS, ANSI	528-6407
INSTRUCTIONS, ENGLISH	0P-3380
LINES, 1ST AUX, LONG STICK	519-8333
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
Caterpillar 12" bucket	147-1018

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES

One piece boom, 1850mm(73")
Standard stick, 960mm(37.8")

Long stick, 1160mm(45.7")

POWERTRAIN

C1.1 engine under Tier 4 Final/
EU Stage V
Variable displacement piston pump

Load sensing hydraulics
Automatic two speed travel
Automatic engine idle

UNDERCARRIAGE

Track, 230mm(9")
Tie downs on track frame

Blade with float
Towing eye on base frame

HYDRAULICS

Smart tech electronic pump
Accumulator
Bio oil capable

Hydraulic Lockout lever, all controls
One & two way flow

ELECTRICAL

12 volt battery

Warning horn

Software (machine & monitor)
Maintenance free battery

12 volt power socket

OPERATOR ENVIRONMENT

Cab sound pressure 93 dB(A) ISO 6395
Standard LCD monitor
Cat key with passcode option
ROPS, ISO 12117-2
TOPS, ISO 12117

Top guard, ISO 10262 (Level I)
Adjustable wrestrests
Retractable high vis seatbelt 75mm(3")
Tilt operation station



DATE: Aug 22, 2022
 QUOTE #:294503-02

FT WORTH ISD
 JAMES COHEN

Dunn, Patrick
 817.996.6348

100 UNIVERSITY DR
 FT WORTH, TEXAS 76107

One (1) New Caterpillar Inc Model: 303.5 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price machine	\$76,928.00
Sourcwell contract 032119 machine discount 20%	(\$15,385.60)
List Price attachments	\$16,500.00
Sourcwell contract 032119 attachment discount 15%	(\$2,475.00)
Holt Caterpillar customer loyalty discount	(\$222.45)
SUB TOTAL	\$75,344.95
TOTAL PURCHASE PRICE	\$75,344.95

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Aug 22, 2022QUOTE #:Quote 294503-02

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP2/CFG2A/CANOPY/ANG BL/LG STK	616-3222
LANE 3 ORDER	0P-9003
STICK, LONG, W/ THUMB BRACKET	571-9661
LINES, BOOM W/O BLCV	558-1760
LINES, STICK W/O SLCV	558-1763
UNDERCARRIAGE, FIXED, ANGLE BLD	571-9665
BLADE, ANGLE, BOCE	568-5199
TRACK, 12", RUBBER	566-2914
CONTROL, 1ST AUX, JOYSTICK	575-4420
LINES, BUCKET, LONG STICK	575-2776
TRAVEL LEVERS AND PEDALS	568-5200
BOOM LIGHT, LED	542-8886
CANOPY, ROPS	563-6658
FILM, CANOPY	594-5727

DESCRIPTION	REF.#
FILM, ROPS, ISO, CANOPY	602-3576
SEAT, SUSPENSION, VINYL	519-9266
SEAT BELT, 3" RETRACTABLE	599-7202
MONITOR NEXT GEN, NO CAMERA	580-7179
FLOORMAT, CANOPY, W/TRAVEL	594-7895
PRODUCT LINK, CELLULAR PL243	573-9677
CAT KEY, WITH PASS CODE OPTION	525-4465
CWT EXTRA, 550LBS	592-1442
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, 1ST AUX, LONG STICK	575-7225
LIGHTS, LED, FRONT&REAR	521-9512
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
Caterpillar 18" bucket	464-9902
Caterpillar hydraulic thumb	452-2740
Caterpillar manual pin grabber	444-7494
Caterpillar B6S hammer	532-9206

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7 NA engine
(U.S. EPA Tier 4 Final/
JAPAN MLIT Tier 3)
Automatic engine idle

Automatic engine shutdown
Automatic two speed travel
Fuel water separator

UNDERCARRIAGE

Track, 300 mm (11.8")
Dozer blade(BOCE) with float

Tie downs on track frame

HYDRAULICS

Variable displacement piston pump
Smart tech electronic pump
Load sensing/flow sharing hydraulics
Automatic swing brake

Hydraulic lockout - all controls
One and two way auxiliary flow
Continuous auxiliary flow
Bio oil capable

ELECTRICAL

12 volt electrical system
Software (machine and monitor)
65 ampere alternator
650CCA maintenance free battery

Battery disconnect
Signaling/warning horn
12 volt power socket

OPERATOR ENVIRONMENT

Product link PLE243 (regulations apply)
Cab sound pressure 94dB(A) ISO 6395
Coat hook
Next generation color LCD monitor (IP66)
-Fuel level and coolant temperature gauges
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Multiple languages
-Hour meter with wake up switch
Cup Holder

Utility space for mobile phone
ROPS - ISO 12117-2:2008
TOPS - ISO 12117:1997
Top guard ISO 10262: 1998 Level I
Adjustable wrist rests
Non suspension vinyl seat
Retractable high visibility seat belt
Removable washable floor mat
Tilt operator station
Storage pocket
Skylight
Mounting bosses for front guard

OTHER STANDARD EQUIPMENT

Control Pattern Changer
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap

Beacon socket
Joystick travel and steering mode
Travel cruise control
Boom light

INSTRUCTIONS

REGIONAL STANDARD EQUIPMENT INCLUDES:

United States and Canada
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects

South America
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects



DATE: Aug 22, 2022
 QUOTE #:294503-01

FT WORTH ISD
 JAMES COHEN

Dunn, Patrick
 817.996.6348

100 UNIVERSITY DR
 FT WORTH, TEXAS 76107

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List Price machine	\$76,928.00
Sourcwell contract 032119 machine discount 20%	(\$15,385.60)
List Price attachments	\$6,500.00
Sourcwell contract 032119 attachment discount 15%	(\$975.00)
Holt Caterpillar customer loyalty discount	(\$477.26)
SUB TOTAL	\$66,590.14
TOTAL PURCHASE PRICE	\$66,590.14

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Aug 22, 2022QUOTE #:Quote 294503-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
QP2/CFG2A/CANOPY/ANG BL/LG STK	616-3222
LANE 3 ORDER	0P-9003
STICK, LONG, W/ THUMB BRACKET	571-9661
LINES, BOOM W/O BLCV	558-1760
LINES, STICK W/O SLCV	558-1763
UNDERCARRIAGE, FIXED, ANGLE BLD	571-9665
BLADE, ANGLE, BOCE	568-5199
TRACK, 12", RUBBER	566-2914
CONTROL, 1ST AUX, JOYSTICK	575-4420
LINES, BUCKET, LONG STICK	575-2776
TRAVEL LEVERS AND PEDALS	568-5200
BOOM LIGHT, LED	542-8886
CANOPY, ROPS	563-6658
FILM, CANOPY	594-5727

DESCRIPTION	REF.#
FILM, ROPS, ISO, CANOPY	602-3576
SEAT, SUSPENSION, VINYL	519-9266
SEAT BELT, 3" RETRACTABLE	599-7202
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FLOORMAT, CANOPY, W/TRAVEL	594-7895
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CAT KEY, WITH PASS CODE OPTION	525-4465
CWT EXTRA, 550LBS	592-1442
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, 1ST AUX, LONG STICK	575-7225
LIGHTS, LED, FRONT&REAR	521-9512
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
Caterpillar 18" bucket	464-9902
Caterpillar hydraulic thumb	452-2740
Caterpillar manual pin grabber	444-7494

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7 NA engine
(U.S. EPA Tier 4 Final/
JAPAN MLIT Tier 3)
Automatic engine idle

Automatic engine shutdown
Automatic two speed travel
Fuel water separator

UNDERCARRIAGE

Track, 300 mm (11.8")
Dozer blade(BOCE) with float

Tie downs on track frame

HYDRAULICS

Variable displacement piston pump
Smart tech electronic pump
Load sensing/flow sharing hydraulics
Automatic swing brake

Hydraulic lockout - all controls
One and two way auxiliary flow
Continuous auxiliary flow
Bio oil capable

ELECTRICAL

12 volt electrical system
Software (machine and monitor)
65 ampere alternator
650CCA maintenance free battery

Battery disconnect
Signaling/warning horn
12 volt power socket

OPERATOR ENVIRONMENT

Product link PLE243 (regulations apply)
Cab sound pressure 94dB(A) ISO 6395

Utility space for mobile phone
ROPS - ISO 12117-2:2008

Coat hook
Next generation color LCD monitor (IP66)
-Fuel level and coolant temperature gauges
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Multiple languages
-Hour meter with wake up switch
Cup Holder

OTHER STANDARD EQUIPMENT

Control Pattern Changer
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap

INSTRUCTIONS

REGIONAL STANDARD EQUIPMENT INCLUDES:

United States and Canada
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects

TOPS - ISO 12117:1997
Top guard ISO 10262: 1998 Level I
Adjustable wrist rests
Non suspension vinyl seat
Retractable high visibility seat belt
Removable washable floormat
Tilt operator station
Storage pocket
Skylight
Mounting bosses for front guard

Beacon socket
Joystick travel and steering mode
Travel cruise control
Boom light

South America
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects

Caterpillar Inc.

New & Used Construction & Paving Equipment, Parts & Service

#032119-CAT

Maturity Date: 05/13/2023

Products & Services



Products & Services

Sourcewell contract 032119-CAT gives access to the following types of goods and services:

- Motor graders
- Backhoe & wheel loaders
- Skid steer, multi-terrain, & compact track loaders
- Dozer & wheel excavators
- Material handlers
- Landfill equipment
- Articulated trucks & rigid frame trucks
- Wheel tractor scrapers
- Telehandlers
- Pavers, compactors, cold planers, & reclaimers
- Work tools & attachments
- Used equipment, rentals, parts, & service

Locate your local dealer or representative

435

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:
cat.com/coop-purchasing

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**ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022**

**TOPIC: APPROVE PURCHASE OF CYBERSECURITY SERVICES FOR
THREAT DETECTION AND RESPONSE**

BACKGROUND:

This service provides cybersecurity endpoint protection, threat detection, remediation, and incident response services. With this service, Fort Worth ISD will maintain 24/7 security, inclusive of an externally-managed service team of security experts to detect cybersecurity threats and malicious activity.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Cybersecurity Services for Threat Detection and Response
2. Decline to Approve Purchase of Cybersecurity Services for Threat Detection and Response
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Cybersecurity Services for Threat Detection and Response

FUNDING SOURCES:

Additional Details

TRE

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

COST:

\$397,369.98

VENDOR:

GTS Technology Solutions

PURCHASING MECHANISM:

Interlocal Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System, Contract 200105. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

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

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

District - Wide

RATIONALE:

With this service, Fort Worth ISD will maintain a strong security posture to detect ransomware indicators and remediate threats.

INFORMATION SOURCE:

Marlon Shears



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

Quote

Quote #: QT0087523
Date: 7/27/2022
Delivery Date:
Expire Date: 8/26/2022
Customer ID: TXFWISD21000
Sales Contact: Susan Golden

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

CUSTOMER P.O. NO.	TERMS	SALES REP
FT Worth ISD Crowdstrike Renewal	Net 30 Days	Jeff Dawson

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	CS.SPOTLT.SOLN.T10.12M: Falcon Spotlight	DIR-CPO-4920	8,000.00	EACH	\$3.41	\$27,280.00
	NOTE: Sep 2, 2022 - Sep 1, 2023					
2	CS.FCSDPS.SOLN.12M: Falcon Complete with Threat Graph Standard for Public Sector	DIR-CPO-4920	8,000.00	EACH	\$39.50	\$316,000.00
	NOTE: Sep 2, 2022 - Sep 1, 2023					
3	CS.EPPPRO.SOLN.T10.12M: Falcon Endpoint Protection Pro Flexible Bundle	DIR-CPO-4920	8,000.00	EACH	\$2.50	\$20,000.00
	NOTE: Sep 2, 2022 - Sep 1, 2023					
4	RR.HOS.ENT.ESTL.12M: Essential Support	DIR-CPO-4920	1.00	EACH	\$34,089.98	\$34,089.98
	NOTE: Sep 2, 2022 - Sep 1, 2023					
5	CS.CONRESP.SOLN.T10.12M: Falcon Control and Respond	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
6	RR.PSO.ENT.PASS.12M: University LMS Subscription Customer Access Pass	DIR-CPO-4920	20.00	EACH	\$0.00	\$0.00
7	CS.FALCOMPONBC.SOLN.12M: Falcon Complete: Complimentary CID	DIR-CPO-4920	1.00	EACH	\$0.00	\$0.00
8	CS.TGB.STD.12M: Threat Graph Standard (Up to 299 Endpoints)	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
9	CS.INSIGHTB.SOLN.T10.12M: Insight	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
10	CS.PREVENTB.SOLN.T11.12M: Prevent	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
11	CS.DISCB.SOLN.T10.12M: Discover	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
12	CS.FALCOMPS.SVC.12M: Falcon Complete Subscription (Up to 299 Endpoints)	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
13	CS.OWB.SVC.T10.12M: Overwatch	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00
14	CS.PREVENT.SOLN.T11.12M: Prevent	DIR-CPO-4920	8,000.00	EACH	\$0.00	\$0.00

Total Weight (EACH):	0	Sales Total:	\$397,369.98
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total:	\$0.00
		Total (USD):	\$397,369.98



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

- OVERVIEW
- DUE DILIGENCE
- CONTACTS
- PRINT PROFILE



VENDOR **GTS Technology Solutions Inc**
9211 Waterford Centre Blvd, Suite 275 Austin TX,78758

WEBSITE www.gts-ts.com

SERVICE/PRODUCTS DESCRIPTION GTS is an end to end technology solutions provider. We are a technology reseller, professional services provider, and IT Staffing company. We offer over 400 manufacturers and pride ourselves in our customer relationships.

CONTRACT: **200105** Technology Solutions Products and Services
End Date: May-31-2023 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **200904** Audio Visual Equipment, Supplies, and Services
End Date: Nov-30-2023 EDGAR COMPLIANCE: [View Doc.](#)

CONTRACT: **180902** Classroom and Teaching Aids Goods and Services
End Date: Nov-30-2021 EDGAR COMPLIANCE: [View Doc.](#)

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

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

BACKGROUND:

During the fiscal year, the District Operations Department will utilize the vendors listed below, awarded through purchasing cooperatives, to purchase flooring and installation services for as needed repairs across the District. The Department is requesting a not-to-exceed amount of \$734,776, based on previous annual expenditures and upcoming planned projects.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

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

SUPERINTENDENT’S RECOMMENDATION:

Approve Flooring and Flooring Installation Services

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

Total Not-to-Exceed - \$734,776

VENDORS:

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

PURCHASING MECHANISM:

Cooperative Agreements

Interface Americas, Inc.

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 Sourcewell Contract RFP 080819. Supporting documentation is attached. The recommended vendor is listed above.

**Quality Hardwood Floors
Gomez Floor Covering Inc**

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 642-21/641-21. Supporting documentation is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

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

District Operations
All Schools and Facilities

RATIONALE:

Approving the not-to-exceed amount for flooring and flooring installation services will ensure that District Operations can respond quickly to minor, necessary flooring repairs for the 2022-2023 year.

INFORMATION SOURCE:

Joseph Coburn

Vendor Name	2022 Spend	2021 Spend	2020 Spend	Category	Highest Spend + 10% Contingency (Rounded)
GOMEZ FLOOR COVERING, INC.	\$65,023.64	\$138,277.14	\$83,684.21	Flooring Services	\$152,105.00
QUALITY HARDWOOD FLOORS	\$118,456.64	\$191,980.40	\$157,134.28	Flooring Services	\$211,179.00
INTERFACE AMERICAS, INC.	\$303,873.16	\$337,719.28	\$194,389.10	Flooring	\$371,491.21
TOTAL					\$734,776.00



Vendor Contract Information Summary

Vendor Name Quality Hardwood Floors, Inc.
Contact Justin Voigt
Phone Number 5127549077
Email justin@qhfgymfloors.com
Website www.qhfgymfloors.com
Federal ID 80-0017173
Accepts RFQs Yes
Address Line 1 2011 Clovis Barker Rd.
Vendor City San Marcos
Vendor Zip 78666
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned No
Women Owned No
Is National Yes
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE No
Regions Served All Texas Regions
States Served All States
Contract Name Indoor and Outdoor Sports Surfaces, Repair and Renovation
and Gym Floor Refinishing
Contract # 641-21
Effective Date 06/01/2021
Expiration Date 05/31/2024
Quote Reference Number 641-21



Vendor Contract Information Summary

Vendor Name Gomez Floor Covering, Inc.
Contact Jeff Carter
Phone Number 2149051901
Email jcarter@gomezfc.com
Website www.gomezfc.com
Federal ID 74-2801036
Accepts RFQs Yes
Address Line 1 3816 Binz Engleman, B-125
Vendor City San Antonio
Vendor Zip 78219
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned Yes
Women Owned Yes
Certificate Number HFMB68121N0221
Certifying Agency NCTRCA
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE Yes
Regions Served All Texas Regions
States Served Texas
Contract Name Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining
Contract # 642-21
Effective Date 06/01/2021
Expiration Date 05/31/2024
Quote Reference Number 642-21



Vendor Contract Information Summary

Return Policy 25% restocking fee.

Additional Dealers Gomez Floor Covering, Dallas, TX



Vendor Contract Information Summary

Vendor Name Gomez Floor Covering, Inc.
Contact Jeff Carter
Phone Number 2149051901
Email jcarter@gomezfc.com
Website www.gomezfc.com
Federal ID 74-2801036
Accepts RFQs Yes
Address Line 1 3816 Binz Engleman, B-125
Vendor City San Antonio
Vendor Zip 78219
Vendor State TX
Vendor Country USA
Delivery Days 30
Freight Terms FOB Destination
Payment Terms net 30 days
Shipping Terms Pre-paid and added to invoice
Ship Via Common Carrier
Is Designated Dealer No
EDGAR Forms Received Yes
Service-Disabled Veteran Owned No
Minority Owned Yes
Women Owned Yes
Certificate Number HFMB68121N0221
Certifying Agency NCTRCA
Is National No
No Excluded Foreign Terrorist Orgs Yes
No Israel Boycott Certificate Yes
Is MWBE Yes
Regions Served All Texas Regions
States Served Texas
Contract Name Indoor and Outdoor Sports Surfaces, Repair and Renovation
and Gym Floor Refinishing
Contract # 641-21
Effective Date 06/01/2021
Expiration Date 05/31/2024
Quote Reference Number 641-21



Vendor Contract Information Summary

Return Policy 25% restocking fee.

Additional Dealers Gomez Floor Covering, Inc. dba GFC Contracting, Dallas, TX

Interface Americas, Inc.

Carbon Neutral Modular Carpet Tile, LVT, Rubber Flooring, & Services

#080819-IFA

Maturity Date: 10/11/2023

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 080819-IFA gives access to the following types of goods and services:

- Carbon neutral modular flooring
- Modular carpet tile
- Luxury vinyl tile (LVT)
- Resilient rubber flooring
- Turnkey project management
- Sustainable high recycled content flooring
- Variety of QuickShip styles & colors
- Stair treads & wall base
- Flooring adhesives
- Installation services

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

TOPIC: APPROVE REVISIONS TO THE 2022-2023 TRADITIONAL AND INTERSESSIONAL CALENDARS

BACKGROUND:

On January 25, 2022 the Fort Worth ISD Board of Trustees approved 2022-2023 school year calendars. Calendars were developed with input from District stakeholders including the District Advisory Committee (DAC) and District Employee Relations Council (DERC).

The revised calendars will change the Tuesday, November 8, 2022 (Election Day) regular school day to a Holiday for students and Professional Learning Day for teachers and staff. This change will address safety concerns regarding the use of campus sites as polling locations and individuals having open access to the campus sites on Election Day. This change will allow the District to divert additional security staff to polling sites, ensure the safety of our students and staff, and provide additional professional learning time for teachers and staff.

The revised 2022-2023 Traditional and Intersessional (Alice Carlson and Jo Kelly) Calendars will still meet the minimum state requirement of 75,600 operational minutes. Pending Fort Worth ISD Board of Education approval, the District will seek a staff development minutes waiver from the Texas Education Agency. The waiver provides for a maximum of 2,100 total waiver minutes to use for professional development for districts and charter schools that provide operational and instructional minutes.

There is no impact to the Early College High School Calendar which is structured to align with the Tarrant County College Academic Calendar.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Revisions to the 2022-2023 Traditional and Intersessional Calendars
2. Decline to Approve Revisions to the 2022-2023 Traditional and Intersessional Calendars
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Revisions to the 2022-2023 Traditional and Intersessional Calendars

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:

All Fort Worth ISD School and Departments

RATIONALE:

Approval of the calendar revisions will allow the District to ensure the safety of students as school sites are being utilized as polling locations on Election Day. The revisions will also provide an additional Professional Learning day for teachers and staff.

INFORMATION SOURCE:

Karen Molinar

ACTION AGENDA ITEM
BOARD MEETING
September 27, 2022

**TOPIC: **APPROVE APPLICATION FOR STAFF DEVELOPMENT MINUTES
WAIVER REQUEST****

BACKGROUND:

The Texas Education Agency (TEA) allows districts to request a staff development minutes waiver to use for professional development. This waiver allows districts to train staff on various educational strategies designed to improve student performance in lieu of student instruction during the school year. The waiver provides for a maximum of 2,100 total waiver minutes to use for professional development for districts that provide operational and instructional minutes.

Administration is requesting approval to submit applications to TEA for approval of staff development minutes waivers for the 2022-2023 school year. The District may choose how to apply the approved waiver. However, the total waiver minutes for staff development shall not exceed 2,100 minutes per year.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Staff Development Minutes Waiver Application Request
2. Decline to Approve Staff Development Minutes Waiver Application Request
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Staff Development Minutes Waiver Application Request

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:

All Fort Worth ISD Schools

RATIONALE:

The waiver will provide additional days for staff development at the campus level and at the district level on District-wide initiatives.

INFORMATION SOURCE:

Karen Molinar

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 September 22, 2022, at 5:00 p.m.”

Christian Alvarado

**Christian Alvarado
Coordinator
Board of Education**