

*Board of Education  
Regular Meeting  
August 23, 2022*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on Tuesday, August 23, 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. Video of the meeting will be livestreamed on the Fort Worth ISD Live YouTube Channel. A video recording of each meeting will also be posted the following day on Spectrum (Charter) Channel 192 and AT&T U-verse 99. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email [amanda.coleman@fwisd.org](mailto:amanda.coleman@fwisd.org) by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email [amanda.coleman@fwisd.org](mailto:amanda.coleman@fwisd.org) by 12 PM Monday, August 22, 2022.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
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
  - B. Accountability Update: District and Campus Outcomes
  - C. Overview of the Compensation Manual Results
4. CALL PUBLIC HEARING TO ORDER (*S and T*)
  - A. Public Hearing to Discuss the Proposed 2022 - 2023 Tax Rates



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

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

**6. ACTION AGENDA ITEM (*S and T*)**

- A. Approve Ordinance Fixing and Levying School District AD Valorem Taxes 8

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

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

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

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

- A. Board of Education Meeting Minutes 11
  - 1. July 12, 2022 - Special Minutes 13
  - 2. July 26, 2022 - Regular Minutes 17
- 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 31
  - 2. Approve Budget Amendment for Carry-Forward Purchase Orders 37
  - 3. Approve Purchase of Third Grade Spanish and English Science Literacy Kits for Dual Language Classrooms 41
  - 4. Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program 47
  - 5. Approve Purchase and Installation of Fence at Polytechnic High School 51
  - 6. Approve Purchase of Floor Covers for Competition Gyms at High Schools 54
  - 7. Approve Purchase of Consulting Services for the Perkins Reserve Grant 60
  - 8. Approve Payment of Perkins Reserve Grant Competition Fees 63
  - 9. Approve 2022 - 2023 University Interscholastic League (UIL) Membership Fees 66

10. Approve Check-In Application Software License to Support Student and Staff Self-Regulation Skills	72
11. Approve Software System to Create, Monitor, and Evaluate Campus Educational Improvement Plans and District Improvement Plan	77
12. Approve Contract Renewals for Ondata Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year	81
13. Approve Renewal of the Training Management System for District - Wide Compliance Training	89
14. Approve Renewal of Online Reference Databases and Streaming Media	96
15. Approve Interlocal Agreement Between Fort Worth Independent School District and Trinity Metro for Transportation Services Pilot Program	102
C. Approve Addendum to the Memorandum of Understanding Between the Southwest Early College High School (ECHS) and Tarrant County College (TCC)	108
D. Approve Memorandum of Understanding with Tarrant County College District for Adult Education Courses as a Part of the Family Centric Initiative	114
E. Approve Memorandum of Understanding for Children Participating in Preschool Programs	128
F. Approve Memorandum of Understanding for Junior Achievement of Chisholm Trail, Inc. Partnership	144
G. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum	150
H. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University-Commerce	160
I. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Woman's University	169
J. Approve Letter of Agreement Between Fort Worth Independent School District and Western Governors University	175
K. Approve Affiliation Agreement Between Fort Worth Independent School District and Stephen F. Austin University	182
L. Approve Affiliation Agreement Between Fort Worth Independent School District and Navarro College Health Professions Division to Provide Vision Screening Services to Students	188
M. Approve Partnership Agreement Between Fort Worth Independent School District and Onesight Essilorluxottica Foundation to Provide Professional Vision Care Services to Students	196

N. Approve Minutes for the May 5, 2022 Racial Equity Committee Meeting	207
O. Approve 2022 - 2023 Fort Worth Independent School District Compensation Manual	211
P. Approve First Reading-Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)	213
Q. Approve Waiving First Reading and Approve Board Policies DMA(LOCAL), EHB(LOCAL) and EHBAA(LOCAL)	220
R. Approve Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program	226
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	229

**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*)**

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

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

**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
- B. Approve Corrective Action Plan Agreement Re: Texas Education Agency (TEA) Audit # IR2021-07-001
- C. Approve Purchase of a Structured Literacy Program and Training 232
- D. Approve Purchase of PK-5 Spanish Reading Intervention Consumables and Kits for Dual Language Classrooms 237
- E. Approve Purchase of High Impact Tutoring Services 242
- F. Approve Purchase of the College Board Pathway Contract for the 2022 - 2023 School Year 259
- G. Approve Purchase of Google G-Suite for Education Enterprise License Renewal 289
- H. Approve Cost Increase for Contractor Services for Clark Field Bus Wash 296
- I. Approve Alternative Student Shuttle Services 300
- J. Approve Modernization of Hydraulic Elevators 306
- K. Approve OnRamps Contract Agreement for the 2022 - 2023 School Year 312
- L. Approve Clinical Partnership Budget for Dementia Care's Training Program 331
- M. Approve Texas Home Visiting Grant 336
- N. Approve Annual Kronos Hosting 372
- O. Approve Annual Maintenance Renewal for Kronos Software and Clock Repair Program 377
- P. Approve Reading Intervention and Acceleration Program 381
- Q. Approve Human Learning/Accessibility Tools to Support and Accommodate Diverse Learning Needs 387
- R. Approve 2022 - 2023 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership 391
- S. Approve 2022 - 2023 Contract Program for the Development of Girls 401
- 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 411

U. Approve Authorization for the Superintendent to Negotiate and Enter into a Contract for Warehouse Space at 560 North Beach Street	437
V. Approve Facilities Lease Agreement Between Fort Worth Independent School District and Tarrant County College District	439
W. Approve Memorandum of Understanding with the University of Chicago Network for College Success	468
X. Approve Memorandum of Understanding between Fort Worth Independent School District and a Non-Profit Young Development Program Pass-Through Average Daily Attendance	482
Y. Approve Memorandum of Understanding with Texas Christian University College Advising Corps	494
Z. Approve Endorsement of Candidates for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A and Position D	505
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	509
BB. Discuss and Take Action on the Fort Worth Independent School District Board of Education Committees for the 2022-2023 School Year	511
CC. Approve Board Appointments to the District Advisory Committee (DAC)	514
DD. Approve 2022 - 2023 Budget for the Phalen Leadership Academies Partnership and Campus at J. Martin Jacquet Middle School	516
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	519
FF. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program (Competitive Sealed Proposal (CSP) 19-2004)	526
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	528
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	530
II. Approve Closeout Contract with Reeder General Contractors, Inc., for Job #015-2023 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program	533
JJ. Approve Change Order No. 1 and Budget Amendment for Job No. 083-131 Young Men's Leadership Academy Addition & Renovation (Request	535

for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program

KK. Discussion and Action to Appoint Interim Superintendent

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

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

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

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

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT  
AD VALOREM TAXES**

**BACKGROUND:**

The Fort Worth ISD Board of Trustees adopted the District’s 2022 - 2023 budgets at the June 28, 2022, Board meeting. The adopted budgets were developed with preliminary tax rates before the Certified Taxable Values from the Tarrant Appraisal District and information needed to calculate 2022 tax rates were available. The Administration is recommending the Board to adopt a Maintenance and Operations Tax Rate of \$0.9896 and an Interest and Sinking Tax Rate of \$0.2920 for a Total Tax Rate of \$1.2816.

The Notice of Public Meeting on the proposed tax rates was advertised as required by law on August 12, 2022. Section 26.05(a) of the Property Tax Code requires the governing body to adopt an ordinance setting tax rates to fund adopted budgets. Section 26.05(b) states, “A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.”

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Adopt Ordinance Setting the 2022 - 2023 Tax Rates of \$0.9896 for Maintenance and Operations and \$0.2920 for Interest and Sinking
2. Decline to Adopt Ordinance Setting the 2022 - 2023 Tax Rates of \$0.9896 for Maintenance and Operations and \$0.2920 for Interest and Sinking
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Adopt an Ordinance Setting the 2022 - 2023 Tax Rates of \$0.9896 for Maintenance and Operations and \$0.2920 for Interest and Sinking

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

No Cost                              Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All District Schools and Departments

**RATIONALE:**

The Tax Code requires the District to adopt tax rates for the current tax year and to notify the assessor of the adopted rates no later than September 30th annually. The adoption of tax rates is also required to generate revenue that will fund the 2022 - 2023 adopted budgets.

**INFORMATION SOURCE:**

Carmen Arrieta Candelaria



**AN ORDINANCE FIXING AND LEVYING SCHOOL DISTRICT AD  
VALOREM TAXES:**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT THAT:**

There is hereby levied and ordered to be assessed and collected for the year 2022, and for each year thereafter until it be otherwise provided and ordained, an ad valorem tax at the rate of **\$1.2816** shall be levied on each One Hundred Dollars (\$100.00) valuation. It is further ordered that, as one of the two components of the above tax rate, **\$0.9896/\$100** is hereby separately approved and levied for the maintenance and operation of the schools within the Fort Worth Independent School District (the “District”).

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND  
OPERATIONS THAN LAST YEAR’S TAX RATE;** and

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.29 PERCENT AND WILL  
RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY  
APPROXIMATELY \$-61.60;** and

It is further ordered that, as the other of the two components of the above tax rate, \$0.2920/\$100 is hereby separately approved and levied for the purpose of paying principal and interest on debts of the District.

PASSED, ADOPTED AND ORDAINED by the Board of Trustees, at a meeting at which a quorum was present and a majority of the Trustees voting for and at which meeting this Ordinance, in written form, was before the Board at the time of its adoption on the 23rd day of August, 2022.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

APPROVED:

ATTEST:

\_\_\_\_\_  
Tobi Jackson, Board President  
Board of Education  
Fort Worth Independent School District

\_\_\_\_\_  
Carin “CJ” Evans, Board Secretary  
Board of Education  
Fort Worth Independent School District

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Board of Education

**RATIONALE:**

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

**INFORMATION SOURCE:**

Karen Molinar

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a special meeting on July 12, 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 July 12, 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 July 7, 2022 at 5:20 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING JULY 12, 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 7, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on July 7, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
School Board Secretary Carin "CJ" Evans, District 5 (Arrived at 5:32 p.m.)  
Trustee Camille Rodriguez, District 1  
Trustee Wallace Bridges, District 4  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8

Trustee Absent:

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 (OTHER).
2. PUBLIC COMMENT (S and T).

Speakers:

Mindia Whittier  
Kerri Reymeyer  
Mike Cee  
Hollie Plemons  
Todd Daniel  
Meridith Bowman  
Joe Palmer  
Aaron James  
Carlos Turcios

3. ACTION AGENDA ITEMS (S and P)

A. Approve Revisions to the 2022 - 2023 Traditional, Intersessional, and Early College High School Calendars

 Calendar

Motion was made by Quinton Phillips, seconded by Anne Darr, to approve Revisions to the 2022 - 2023 Traditional, Intersessional, and Early College High School Calendars.

The motion was unanimously approved.

B. Approve Resolution Supporting a Special Session to Protect Our Schools from Mass Shootings

 Resolution

Anne Darr proposed a resolution that is slightly different than the one that was published in the Board Book.

Motion was made by Anne Darr, seconded by Tobi Jackson, to approve the Proposed Resolution Supporting a Special Session to Protect Our Schools from Mass Shootings.

Anne Darr read the proposed resolution before taking action on this item.

Michael Ryan, Wallace Bridges, and Camille Rodriguez, made comments before taking action on this item.

Yes: President Jackson, Camille Rodriguez, Quinton Phillips, Wallace Bridges, CJ Evans, and Anael Luebanos.

Abstain: Michael Ryan.

Anne Darr requested a report from leadership regarding school safety before the school year begins.

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

The special meeting was recessed at 6:12 p.m. to move into Executive Session.

5. 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)

B. Security Implementation (Texas Government §551.076)

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

The special meeting was reconvened at 9:03 p.m.

7. ADJOURN (OTHER)

The special meeting was adjourned at 9:03 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 July 26, 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 July 26, 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 Building, 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 July 21, 2022, at 11:00 a.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

### RETURN OF THE MEETING JULY 26, 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 21, 2022, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on July 21, 2022.

/s/ Christian Alvarado  
Coordinator  
Board of Education

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The following Board Members were present:

School Board President Tobi Jackson, District 2  
First Vice President Quinton Phillips, District 3  
School Board Secretary Carin "CJ" Evans, District 5  
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

Trustee Absent:

Trustee Camille Rodriguez, District 1

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  
Vicki Burris, Chief of Capital Improvement Program  
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 5:30 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITION

A. Naming the Bill J. Elliott Elementary Multipurpose Room the Kathryn Davidson Multipurpose Room

Claudia Garibay gave the *Naming the Bill J. Elliott Elementary Multipurpose Room the Kathryn Davidson Multipurpose Room* recognition. The school principal and staff were also recognized. Kathryn Davidson gave remarks.

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

The meeting was recessed at 5:35 p.m. to move into Executive Session.

5. 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)

B. Security Implementation (Texas Government Code §551.076)

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

The meeting was reconvened at 7:09 p.m.

9. PUBLIC COMMENT (S and T)

Speakers:

Chosha Peterson  
John Hoaldrige  
Mindia Whitter  
Carlos Turcios  
Yolanda Seban  
Amairany Solis (Translator - Trine Gonzalez)  
Trenance Dorsey-Hollins  
Angel Martinez  
Layne Craig

Farryn Wright  
Kelly Spell-Hernandez  
Angela Crump  
Miriam Lambert  
Jane Collins  
Aaron James  
Kenya Alu  
Valeria Nevared  
Abigail Strube  
Charles Hermes  
Mike Cee  
Greg Hughes  
Jennie Crossland  
Keyonia Mayberry  
Todd Daniel  
Kerri Rheimeyer  
Laurie Duke  
Nate Schatzline  
Eric Richardson  
Judah Richardson  
Victoria Setulveda  
Amy Super  
Rachel Ruldolph  
Kenya Cool  
Gregory Frye  
Joe Palmer

17. ACTION AGENDA ITEMS (S and P)

- A. Discussion and Possible Action to Accept Application for Project Redeemer for an Appraised Value Limitation on Qualified Property and to Authorize the Superintendent to Submit to the Comptroller

Motion was made by CJ Evans, seconded by Anne Darr, to approve Application for Project Redeemer for an Appraised Value Limitation on Qualified Property and to Authorize the Superintendent to Submit to the Comptroller.

The motion was unanimously approved.

- B. Discussion and Possible Action to Retain Consultants to Assist the District in Processing Both the Amended Application and the New Applications from Samsung Austin Semiconductor, LLC for Multiple Agreements for an Appraised Value Limitation on Qualified Property.

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve to Retain Consultants to Assist the District in Processing Both the Amended Application and the New Applications from Samsung Austin Semiconductor, LLC for Multiple Agreements for an Appraised Value Limitation on Qualified Property..

The motion was unanimously approved.

- C. Consider and Take Possible Action Regarding of Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21


Motion was made by CJ Evans, seconded by Anael Luebanos, To Take Action as Discussed in Executive Session and the Superintendent be Authorized to Enter into Same on Behalf of the District as Discussed..

The motion was unanimously approved.

- D. Approve Resolution Agreement Re: EEOC Charge No.: 450-2020-06041

No action was taken at this time.

- E. Approve Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes

 Collection of Property Taxes

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes.

The motion was unanimously approved.

- F. Ratification of the Fort Worth Independent School District of Innovation Plan

 District of Innovation Plan

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Ratification of the Fort Worth Independent School District of Innovation Plan.


Before action was taken on this item, Anne Darr mentioned she will recuse herself from voting on this item due to employment.

The motion was unanimously approved.

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

Abstain: Anne Darr

- G. Consider and Approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2022”; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters


 Issuance of Bonds

Motion was made by Anael Luebanos, seconded by Roxanne Martinez, to approve an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2022”; Levying a Continuing Direct Annual Ad

Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating Certain Matters Relating to the Sale and Issuance of the Bonds to Authorized District Officials within Specified Parameters.

The motion was unanimously approved.

H. Approve Replacement of Storm - Damaged Structures and Equipment at Polytechnic High School for the Baseball and Softball Fields

 Polytechnic High School

Motion was made by Roxanne Martinez, seconded by Anne Darr, to approve Replacement of Storm - Damaged Structures and Equipment at Polytechnic High School for the Baseball and Softball Fields.


Before action was taken on this item, CJ Evans mentioned she will recuse herself from voting on this item. Further, CJ Evans asked a question on this item for clarification.

The motion was unanimously approved.

Yes: President Jackson, Camille Rodriguez, Quinton Phillips, Wallace Bridges, Anne Darr, Michael Ryan, Anael Luebanos, and Roxanne Martinez.

Abstain: CJ Evans


I. Approve Purchase of Consulting Services to Support the System of Great Schools Initiative

 Great Schools Initiative

Motion was made by CJ Evans, seconded by Tobi Jackson, to approve Purchase of Consulting Services to Support the System of Great Schools Initiative.

The motion was unanimously approved.


J. Approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science and (MAP) Reading Fluency Progress Monitoring for the 2022 - 2023 School Year

 North West Evaluation Association

Motion was made by CJ Evans, seconded by Anne Darr, to approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science and (MAP) Reading Fluency Progress Monitoring for the 2022 - 2023 School Year.

The motion was unanimously approved.

K. Approve Literacy Digital Library and Professional Development

 Digital Library and Professional Development

Motion was made by Wallace Bridges<sup>22</sup>, seconded by Quinton Phillips, to approve Literacy Digital Library and Professional Development.

The motion was unanimously approved.

- L. Approve Annual Renewal of Wide Area Network Services for the 2022 - 2023 School Year (E-Rate Eligible)

 Wide Area Network Services


Before action was taken on this item, Anne Darr mentioned she will recuse herself from voting on this item due to employment.

Motion was made by Michael Ryan, seconded by Quinton Phillips, to approve Annual Renewal of Wide Area Network Services for the 2022 - 2023 School Year (E-Rate Eligible).

The motion was unanimously approved.

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


- M. Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year

 Fort Worth After School

Motion was made by CJ Evans, seconded by Michael Ryan, to approve Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year.

The motion was unanimously approved.

- N. Approve 2022 - 2023 Student Code of Conduct

 Student Code of Conduct


Motion was made by CJ Evans, seconded by Anne Darr, to approve 2022 - 2023 Student Code of Conduct.

The motion was unanimously approved.

CJ Evans made the motion to table Action Item O. *Approve Board Appointments to the District Advisory Committee (DAC)* and Action Item P. *Election of Board of Education Officers* Until there is a Full Board Present. Seconded by Wallace Bridges.

The Board voted on both action items simultaneously. The motion was unanimously approved.

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

 District Advisory Committee 23

P. Election of Board of Education Officers

Q. Consider the Level III Grievance of Dr. Kimberly Jenkins (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 Grievance (In Open Session)

The grievance was not held.

7. LONE STAR GOVERNANCE

A. Student Outcomes: MAP to STAAR Connection (V and G)

Chief Academic Officer, Marcey Sorensen, Chief of Innovation, David Saenz, Associate Superintendent of Accountability and Data Quality, Sara Arispe, and Chief of Schools, Jerry Moore, updated the Board on the *Student Outcomes: MAP to STAAR Connection Lone Star Governance Report*.

8. REPORTS/PRESENTATIONS (OTHER)

A. Report on the Publication of Proposed Tax Rate

Chief Financial Officer, Carmen Arrieta-Candelaria, gave the *Publication of Proposed Tax Rate* report.

B. Plan of Finance: Unlimited Tax School Building Bonds, Series 2022

Carmen Arrieta-Candelaria, Rudy Mejia and Richard Acosta, from Estrada Hinojosa, and Bond Counsel, Paul Braden, gave the *Plan of Finance: Unlimited Tax School Building Bonds, Series 2022* report.

C. Student Code of Conduct

Assistant Superintendent of Student Support Services, Michael Steinert, gave the *Student Code of Conduct* report.

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

Michael Ryan read the Consent Agenda.

Anne Darr mentioned she will recuse herself from voting on the following Consent Agenda Items and Action Item due to employment:

Consent Agenda Items:

11.B.9. *Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year*

11.B.11. *Approve Renewal of Eduphoria Premium Suite and Related Services*

11.B.15. *Approve Shared Services Agreement with Education Service Center, Region 11, for Instructional Services, Materials, Professional Development Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area*

Action Agenda Item:

17.F. *Ratification of the Fort Worth Independent School District of Innovation Plan*

11. 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. June 14, 2022 - Special Minutes
2. June 28, 2022 - Regular Minutes

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

1. Approve Purchase of Fire Sprinkler System Inspection Services

 Fire Sprinkler System











2. Approve Purchase of Fire Safety System Replacement for the Phalen Leadership Academy at J. Martin Jacquet Middle School

 Safety System Replacement

3. Approve Purchase of Services and Parts for Annual Fire Suppression Systems Inspections and Maintenance

 Fire Suppression Systems Inspections



4. Approve Purchase of a Marketplace Software  
 Marketplace Software
  
5. Approve Purchase of a New Teacher Center Coaching Model Training and Infield Coaching Support  
 New Teacher Center
  
6. Approve Purchase of a Visual Art Digital Professional Development Program  
 Digital Professional Development
  
7. Approve Purchase of a College and Career Exploration System  
 College and Career Exploration System
  
8. Approve Datamax of Texas Printer/Copier Services for the 2022 - 2023 School Year  
 Datamax
  
9. Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year  
 Education Service Center (Region 11)
  
10. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment  
 Network Load Balancing Equipment
  
11. Approve Renewal of Eduphoria Premium Suite and Related Services  
 Eduphoria Premium Suite
  
12. Approve Renewal for Webhosting Services, Mass Communications System, Fort Worth Independent School District (FWISD) Application and Teacher Communication Tool for the 2022 - 2023 School Year  
 Blackboard
  
13. Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for the 2022 - 2023 School Year  
 Plain Old Telephone Service


14. Approve Maintenance and Support Agreement for Data Center Servers

 Data Center Servers


15. Approve Shared Services Agreement with Education Service Center, Region 11, for Instructional Services, Materials, Professional Development Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area

 Shared Services Agreement


16. Approve Memorandum of Understanding to Purchase Training for Dyslexia Teachers

 Dyslexia Teachers


17. Approve Memorandum of Understanding Between Fort Worth Independent School District and the Tarrant County Juvenile Justice Justice Alternative Education Program (JJAEP) for the 2022 - 2023 School Year

 Juvenile Justice Alternative Education Program


- C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center

 Lynn W. Ross Juvenile Detention Center


- D. Approve Memorandum of Agreement Between Fort Worth Independent School District and MHMR of Tarrant County Youth Recovery Campus

 MHMR of Tarrant County


- E. Approve Memorandum of Understanding Between Blue Jean Networks and Carter-Riverside P-TECH Collegiate Academy

 Blue Jeans Network

- F. Approve Memorandum of Understanding Between Fort Worth Independent School District and Education Service Center Region 11 for the Implementation of the ARP Homeless II Shared Services Agreement

 ARP Homeless II

- G. Approve Memorandum of Understanding Between Texas Academy of Biomedical Sciences (TABS) and Tarrant County College District

 Texas Academy of Biomedical Sciences


- H. Approve Memorandum of Understanding Between the O.D. Wyatt Collegiate Academy and Tarrant County College District

 O.D. Wyatt Collegiate Academy


- I. Approve Resolution of the Board of Trustees of the Fort Worth Independent School District to Appoint a Designated Officer to Calculate the No-New Revenue Tax Rate and the Voter-Approval Tax Rate for the District

 Appoint a Designated Officer


- J. Approve Resolution of the Annual Review of Investment Policies and Strategies

 Investment Policies and Strategies


- K. Approve Workforce Solutions of Tarrant County Contract Amendment by Extending the Contract End Date and Allocate Funding Through August 31, 2022 Adult Education Program

 Workforce Solutions

- L. Approve Naming the Bill J. Elliott Multipurpose Room the Kathryn Davidson Multipurpose Room

 Consent Elliott Multipurpose Room. Kathryn Davidson (1)

- M. Approve Second Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)

 Board Policies

- N. Approve Change Order No. 1 for Construction at Trimble Tech High School With Byrne/Potere, A Joint Venture In Conjunction With The 2017 Capital Improvement Program Job No. 011-211 (CMAR RFQ #20-002)

 Change Order - Trimble Tech

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

- 13. 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)

2. Consultation with District Legal Counsel Regarding Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21, and Offer of Resolution
  3. Discussion with Legal Counsel and Consultant Concerning Matters Relating to Economic Development Application for Project Redeemer
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
1. Executive Director of Budget
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)
14. RECONVENE IN REGULAR SESSION - BOARD ROOM (OTHER)

The meeting was reconvened at 11:25 p.m.

15. ACCEPT CONSENT AGENDA (S and P)

Motion was made by Anael Luebanos, seconded by CJ Evans, to approve Consent Agenda.

The motion was unanimously approved.

Anne Darr abstained from voting on the following Consent Agenda Items:

11.B.9. *Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year*

11.B.11. *Approve Renewal of Eduphoria Premium Suite and Related Services*

11.B.15. *Approve Shared Services Agreement with Education Service Center, Region 11, for Instructional Services, Materials, Professional Development Parent Engagement Opportunities, and Administration of Services to Private Nonprofit Schools that Serve Economically Disadvantaged Children who Reside in the Fort Worth Independent School District Attendance Area*

16. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

B. Personnel

1. Executive Director of Budget

Motion was made by Michael Ryan, seconded by CJ Evans, to approve the Executive Director of Budget.

The motion was unanimously approved.

Deputy Superintendent, Karen Molinar, introduced Patricia Young as the new Executive Director of Budget.

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

President Jackson announced the creation of the Blue Ribbon Committee.

19. ADJOURN (OTHER)

The meeting was adjourned at 11:37 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**  
**August 23, 2022**

**TOPIC:       APPROVE RATIFICATION TO PAY FOR AIR FILTER SERVICES  
FOR THE 2021 - 2022 SCHOOL YEAR**

**BACKGROUND:**

Ratification is needed to pay for Heating, Ventilation, and Air Conditioning (HVAC) air filter services, as the purchasing mechanism (bid) for these services expired August 2021. The necessary HVAC air filter services continued to be performed by using a BuyBoard Interlocal Agreement as the purchasing mechanism. During the course of the 2021 - 2022 school year, a number of purchase orders were issued to pay for the services that were expected to be billed incrementally. The total of these purchase orders and the invoices for April, May and June of 2022 without purchase orders totaled more than \$50,000; therefore, needing ratification. In July of 2022, the Board approved a new contract with this service company, which will continue filter services through July 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Ratification to Pay for Air Filter Services for the 2021 - 2022 School Year
2. Decline to Approve Ratification to Pay for Air Filter Services for the 2021 - 2022 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:       Additional Details**

General Fund                   199-51-6299-001-999-99-451-000000

**COST:**

\$169,752

**VENDOR:**

Tex-Air Filter

**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 Buyboard, Contract 631-20. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All District Facilities

**RATIONALE:**

Procuring a service company to provide the necessary and ongoing replacement of disposable air filters District-wide is effective and efficient.

**INFORMATION SOURCE:**

Joseph Coburn

# INVOICE

**TEX-AIR FILTERS / AIR RELIEF TECHNOLOGIES, INC.**

5757 EAST ROSEDALE STREET  
 FORT WORTH, TEXAS 76112  
 www.texairfilters.com  
 (817) 281-3791  
 FAX (817) 496-3430  
 Dallas - 972-247-7101  
 Austin - 512-833-3330  
 San Antonio - 210-290-8412  
 Houston - 346-409-2984

INVOICE NUMBER

491673

INVOICE DATE

May 2, 2022

PAGE

1

**RECEIVED**

JUN 21 2022

Accounts Payable

SOLD TO

FORT WORTH ISD  
 100 N UNIVERSITY SUITE NW 140E  
 FORT WORTH, TX 76107

SHIP TO

FORT WORTH ISD  
 100 N UNIVERSITY SUITE NW 140E  
 FORT WORTH, TX 76107

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
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FTWORTHISD

82225993-00

Net 30 Days

SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE
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BEST WAY

6/1/22

QUANTITY	ITEM	DESCRIPTION	BACKORDER	UNIT PRICE	EXTENSION
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1

NOTE

MONTHLY FILTER SERVICE APRIL

26,641.93

26,641.93

SUBMIT FOR PAYMENT  
 DEPT. 934

JUL 07 2022

*Steve McPherson*  
 SIGNATURE

CHECK NO.	SUBTOTAL	26,641.93
	SALES TAX	
	FREIGHT	
	TOTAL INVOICE AMOUNT	26,641.93
	PAYMENT RECEIVED	
	<b>TOTAL</b>	<b>26,641.93</b>

\*\*\*ORDERS NOT PICKED UP WITHIN 10 DAYS OF INVOICE DATE  
 WILL BE SHIPPED AT CUSTOMERS CHARGE\*\*\*

\*\*\*SPECIAL SIZES NON RETURNABLE\*\*\*

55390



# INVOICE

**TEX-AIR FILTERS / AIR RELIEF TECHNOLOGIES, INC.**

6767 EAST ROSEDALE STREET  
FORT WORTH, TEXAS 76118

www.texairfilters.com

(817) 261-3791

FAX (817) 468-3430

Dallas - 872-247-7101

Austin - 812-833-3330

San Antonio - 210-290-8412

Houston - 281-409-2024

INVOICE NUMBER:

495543

INVOICE DATE:

Jun 1, 2022

PAGE:

1

**SOLD TO:**

FORT WORTH ISD  
100 N UNIVERSITY SUITE NW 140E  
FORT WORTH, TX 76107

**SHIP TO:**

FORT WORTH ISD  
100 N UNIVERSITY SUITE NW 140E  
FORT WORTH, TX 76107

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
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FTWORTHISD

82225993-00

Net 30 Days

SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE
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SERVICE

7/1/22

QUANTITY	ITEM	DESCRIPTION	BACKORDER	UNIT PRICE	EXTENSION
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1

NOTE

MONTHLY FILTER SERVICE MAY

26,115.82

26,115.82

	SUBTOTAL	26,115.82
	SALES TAX	
	FREIGHT	
	TOTAL INVOICE AMOUNT	26,115.82
	PAYMENT RECEIVED	
	<b>TOTAL</b>	<b>26,115.82</b>

CHECK NO:

\*\*\*ORDERS NOT PICKED UP WITHIN 10 DAYS OF INVOICE DATE  
WILL BE SHIPPED AT CUSTOMERS CHARGE\*\*\*

\*\*\*SPECIAL SIZES NON RETURNABLE\*\*\*

# INVOICE

**TEX-AIR FILTERS / AIR RELIEF TECHNOLOGIES, INC.**

8737 EAST ROSEDALE STREET  
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(817) 281-3791

FAX (817) 496-3430

Dallas - 872-247-7101

Austin - 813-833-8330

San Antonio - 210-290-0412

Houston - 346-408-2884

INVOICE NUMBER

497773

INVOICE DATE:

Jul 1, 2022

PAGE

1

**SOLD TO:**

FORT WORTH ISD  
100 N UNIVERSITY SUITE NW 140E  
FORT WORTH, TX 76107

**SHIP TO:**

FORT WORTH ISD  
100 N UNIVERSITY SUITE NW 140E  
FORT WORTH, TX 76107

CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS
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FTWORTHISD

82225993-00

Net 30 Days

SALES REP ID	SHIPPING METHOD	SHIP DATE	DUE DATE
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SERVICE

7/31/22

QUANTITY	ITEM	DESCRIPTION	BACKORDER	UNIT PRICE	EXTENSION
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1

NOTE

MONTHLY FILTER SERVICE JUNE

26,993.01

26,993.01

<p>CHECK NO:</p> <p>***ORDERS NOT PICKED UP WITHIN 10 DAYS OF INVOICE DATE WILL BE SHIPPED AT CUSTOMERS CHARGE***</p> <p>***SPECIAL SIZES NON RETURNABLE***</p>	SUBTOTAL	26,993.01
	SALES TAX	
	FREIGHT	
	TOTAL INVOICE AMOUNT	26,993.01
	PAYMENT RECEIVED	
	<b>TOTAL</b>	<b>26,993.01</b>



## Vendor Contract Information Summary

Vendor Name Tex-Air Filters Mfg., Co.  
Contact Tammi Aycoth  
Phone Number 8172613791  
Email tammi@texairfilters.com  
Website www.texairfilters.com  
Federal ID 75-2775217  
Accepts RFQs Yes  
Address Line 1 5757 East Rosedale  
Vendor City Fort Worth  
Vendor Zip 76112  
Vendor State TX  
Vendor Country USA  
Delivery Days 5  
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 No  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served All Texas Regions  
States Served Texas  
Contract Name HVAC Equipment, Supplies, and Installation of HVAC Equipment  
Contract # 631-20  
Effective Date 12/01/2020  
Expiration Date 11/30/2023  
Quote Reference Number 631-20  
Return Policy No returns on special size filters

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE BUDGET AMENDMENT FOR CARRY-FORWARD PURCHASE ORDERS**

**BACKGROUND:**

The Divisions of Technology and Maintenance and Operations embarked on several major capital projects during the 2021 - 2022 school year. In order to maintain the planned budget for the 2022 - 2023 school year, the Divisions are requesting funding for carry-forward purchase orders. These projects are affected with delays in delivery of equipment due to the supply chain constraints and global shortage of computer chips.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Amendment for Carry-Forward Purchases Orders
2. Decline to Approve Budget Amendment for Carry-Forward Purchases Orders
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Budget Amendment for Carry-Forward Purchases Orders

**FUNDING SOURCE:**

**Additional Details:**

General Fund	Technology Division.....	\$8,611,714
	Maintenance and Operations Division.....	\$5,549,623

**COST:**

\$14,161,337 (*Carry Forward Amount.*)

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

School(s)/Department(s)

**RATIONALE:**

The Technology and Maintenance and Operations Divisions will continue to monitor the projects to ensure completion is timely. Amending the budget will help maintain continuity in projects managed by the Divisions while not placing a strain on the 2022 - 2023 budget.

**INFORMATION SOURCES:**

Joseph Coburn  
Marlon Shears  
Carmen Arrieta-Candelaria

**General Fund  
Budget Amendment  
2022-2023**

	<b>Consolidated General Fund 2022-2023 Original Budget</b>	<b>Adjustments</b>	<b>Consolidated General Fund 2022-2023 Amended Budget 8/31/2022</b>
<b><u>REVENUE &amp; OTHER SOURCES</u></b>			
5700 Local Revenue	485,767,032	\$0	\$485,767,032
5800 State Revenue	260,945,145	0	260,945,145
5900 Federal Revenue	29,419,955	0	29,419,955
7900 Other Sources	3,000,000	0	3,000,000
<b>Total Revenue &amp; Other Sources</b>	<b>\$779,132,132</b>	<b>\$0</b>	<b>\$779,132,132</b>
<b><u>EXPENDITURES</u></b>			
11 Instruction	\$451,199,513	\$834,168	\$452,033,681
12 Instruction Resources and Media Services	\$12,453,876	\$68,815	\$12,522,691
13 Curriculum and Instructional Staff Development	\$11,588,543	\$0	\$11,588,543
21 Instructional Administration	\$15,604,617	\$0	\$15,604,617
23 School Administration	\$52,130,748	\$0	\$52,130,748
31 Guidance and Counseling Services	\$48,301,359	\$0	\$48,301,359
32 Social Work Services	\$5,160,819	\$0	\$5,160,819
33 Health Services	\$11,801,053	\$0	\$11,801,053
34 Student Transportation	\$24,581,334	\$1,055,090	\$25,636,424
35 Food Services	\$472,192	\$0	\$472,192
36 Cocurricular/Extracurricular Activities	\$19,090,722	\$0	\$19,090,722
41 General Administration	\$23,664,497	\$0	\$23,664,497
51 Plant Maintenance and Operations	\$93,406,299	\$4,039,777	\$97,446,076
52 Security and Monitoring Services	\$12,966,454	\$0	\$12,966,454
53 Data Processing Services	\$25,719,627	\$6,680,202	\$32,399,829
61 Community Services	\$5,275,169	\$0	\$5,275,169
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$97,629	\$1,483,285	\$1,580,914
95 Payments to Juvenile Justice Alt Ed Program	\$0	\$0	\$0
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$3,000,000	\$0	\$3,000,000
<b>Total Budgeted Expenditures</b>	<b>\$819,514,451</b>	<b>\$14,161,337</b>	<b>\$833,675,788</b>
<b>Total Deficit</b>	<b>(\$40,382,319)</b>	<b>(\$14,161,337)</b>	<b>(\$54,543,656)</b>
Beginning Fund Balance (Unaudited)	297,928,741		297,928,741
Fund Balance-Ending (Unaudited)	<b>\$257,546,422</b>		<b>\$243,385,085</b>

		August 31, 2022 Budget Amendment			
		Increase	Decrease	Net Effect	
<b>Object</b> 5700 5800 5900	<b>Revenue</b>				
			-		
	<b>Total</b>		0	0	0
<b>Function</b>	<b>Expenses</b>				
11	Fund 198-amend budget for carry-forward POs	472,885			
	Fund 199-amend budget for carry-forward POs	361,283			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 11</b>	834,168	0	834,168	
12	Fund 198-amend budget for carry-forward POs	68,815			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 12</b>	68,815	0	68,815	
34	Fund 198-amend budget for carry-forward POs	1,055,090			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 34</b>	1,055,090	0	1,055,090	
51	Fund 198-amend budget for carry-forward POs	2,059,362			
	Fund 199-amend budget for carry-forward POs	1,980,415			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 51</b>	4,039,777	0	4,039,777	
53	Fund 198-amend budget for carry-forward POs	960,915			
	Fund 199-amend budget for carry-forward POs	5,719,287			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 53</b>	6,680,202	0	6,680,202	
81	Fund 198-amend budget for carry-forward POs	1,483,285			
	Campus/Dept. normal course of District operations				
	<b>Overall effect on Function 81</b>	1,483,285	0	1,483,285	
	<b>Total</b>	14,161,337	0	14,161,337	

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE PURCHASE OF THIRD GRADE SPANISH AND ENGLISH SCIENCE LITERACY KITS FOR DUAL LANGUAGE CLASSROOMS**

**BACKGROUND:**

Dual language classrooms need Science literacy kits in Spanish to support the biliteracy model in place at elementary schools. Under the current biliteracy model, Science is taught in Spanish. There is also a need for fiction and non-fiction text in Spanish and English. The purchase of the literacy materials will address both needs for Science materials for fiction and non-fiction text in two (2) languages. In addition, the digital literacy materials subscriptions will support students inside and beyond the school building.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Third Grade Spanish and English Science Literacy Kits for Dual Language Classrooms
2. Decline to Approve Purchase of Third Grade Spanish and English Science Literacy Kits for Dual Language Classrooms
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**       *Additional Details*

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

**COST:**

\$65,276.23

**VENDOR:**

TPR Global Education



**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas - Dallas RFP JB-205466. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

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

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

**RATIONALE:**

The purchase of the Third Grade Spanish and English Science Literacy Kits will accelerate the growth of dual language students’ academic Spanish vocabulary. Additionally, these materials will help model complex sentence structures, expose students to a variety of text features and engage them in a range of cognitively demanding content. Teachers will be able to use these materials for engagement, instruction and extensions of learning.

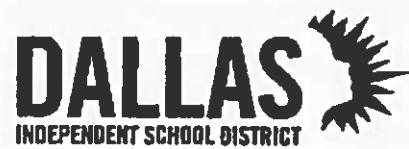
**INFORMATION SOURCE:**

Marcey Sorensen



29180

MICHAEL HINOJOSA,  
ED.D.  
SUPERINTENDENT OF  
SCHOOLS



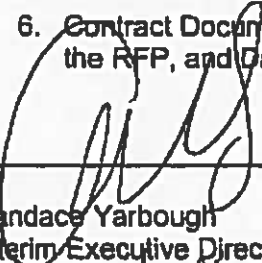
**Contract Award**

July 29, 2019

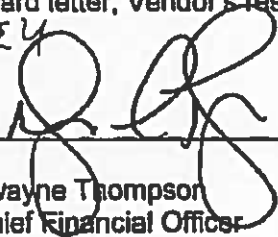
TPR Global Education, LLC  
1934 Bishop Hill  
Frisco, TX 75035

Subject: Award of RFP # JB-205466- Instructional and Enrichment Materials,  
Board Doc # 8.04-052319

1. Offer is accepted and award of above RFP is made to TPR Global Education, LLC effective the date of last execution by Dallas ISD authorized signator on this award letter through June 30, 2022, with two (2) one-year renewal options.
2. Award is made to Vendor for the below discipline(s):
  - Dual Language
3. Per response to RFP, Award is made with no exceptions to RFP.
4. Delivery orders per Contract will be via purchase orders that are properly drawn and executed by Dallas ISD listing the above RFP as the governing document.
5. No guarantee of any purchase is made with this award.
6. Contract Documents for this RFP are this executed award letter, Vendor's response to the RFP, and Dallas ISD's RFP with Addenda 1, 2, 3, & 4

  
 Candace Yarbough  
 Interim Executive Director, Procurement Services

Date: 8/5/19

  
 Dwayne Thompson  
 Chief Financial Officer

Date: 8/5/19

Approved as to Form.

  
 Dallas ISD Legal Counsel

8/1/2019  
 Date

July 2019

## JB-205466 - Instructional Materials

### INTERLOCAL AGREEMENT ("Rider") CONSENT FORM

Dallas ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Members of EPCNT add this possible rider to their solicitation documents. If Vendor chooses "YES" to allow EPCNT member to "ride" this Agreement (if any) the following will apply: Governmental entities utilizing Internal Governmental contracts with the Dallas Independent School District 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 Dallas Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Dallas Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. A listing of current member is available at <http://www.epcnt.com>. If "NO" is selected, there is no adverse impact on the evaluation of Offeror's proposal to Dallas ISD.

1. **INTERLOCAL AGREEMENT CLAUSE:** With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.
2. **AUTHORITY:** EPCNT is based on the authority contained in the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.
3. **DUTIES OF THE MEMBERS:** The members agree to undertake the following, from time to time, as may be appropriate:
  - a. Coordinate and host multi-governmental entity solicitations for purchase of goods and services from third party vendors, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
  - b. Make available specifications, documents, software, procedures and related items in connection with bidding and purchasing processes.
  - c. Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
  - d. Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.
4. **PURCHASING AUTHORITY:**
  - a. All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction shall be directly between the Members or Participants or combinations of the Parties and Vendors providing goods and services to the associated governmental entities.
  - b. The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with vendors or contractually binds its Members or Participants to any third party agreements for the purchase of products and services.
  - c. The EPCNT shall be governed by the laws of the State of Texas respecting independent school districts.
5. **AGREEMENT CONSENT ACKNOWLEDGEMENT.** Several governmental entities around the Dallas Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?  
 YES       NO

Company Name: TPR Global Education, LLC      Submitter's Name/Title: Mark Taylor/President

Address: 1934 Bishop Hill      City, State and Zip Code: Frisco, TX 75038

Email Address: mtaylor@tprspanish.com

Submitter's Signature:       Telephone No. 214-497-5353

Fax No. 972-335-6535

800 # (if available)

Date: 2/5/19

## CONSENT AGENDA ITEM

### BOARD MEETING

August 23, 2022

**TOPIC: APPROVE PURCHASE OF A CAREER AND TECHNICAL EDUCATION (CTE) DATA COLLECTION AND ANALYSIS PROGRAM**

#### **BACKGROUND:**

The number of Career and Technical Education (CTE) students taking a coherent sequence of courses and industry certifications has increased dramatically. The CTE data collection and analysis program will allow the District to efficiently manage CTE data and eliminate errors, especially data reported to the state. Functions include: 1) Coding CTE students; 2) Housing inventory of grant-funded equipment; 3) Managing industry certifications; and 4) Reporting information needed for CTE student organizations (CTSOs).

As part of the planning process, CTE has:

- Identified and submitted the CTE sequence of courses and progression plans to the vendor's programmers.
- Uploaded current CTE inventory across the District.
- Submitted state industry certifications to the vendor so student data can be linked to certification data.
- Trained new CTE District staff on generating reports.
- Trained CTE teachers on waiver day and throughout the year.

The CTE monitoring processes will include:

- CTE Instructional Specialists will generate reports to monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate.
- Instructional Specialists will also work with campus administrators to analyze the results.
- CTE Coordinators will ensure teachers are updating inventory in the system.
- CTE Coordinators will validate certification data as needed for the Perkins Evaluation.
- CTE Coordinators will run student coding reports throughout the year as needed to monitor CTE enrollments and coherent sequence takers.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program
2. Decline to Approve Purchase of a Career and Technical Education (CTE) Data Collection and Analysis Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**                      *Additional Details*

General Fund                                      199-11-6399-001-XXX-22-221-000000

**COST:**

Not-to-Exceed - \$64,750

**VENDOR:**

Eduthings, LLC

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 21-091-A  
Number of Bid/Proposals received: 69  
HUB Firms: 13  
Compliant Bids: 69

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Amon Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
Paul Laurence Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
Paschal High School  
Trimble Tech High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
International Newcomer Academy  
Benbrook Middle/High School  
Young Women’s Leadership Academy  
Young Men’s Leadership Academy  
World Language Institute  
TCC South – 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  
Handley 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 at J.  
Martin Jacquet Middle School  
Wedgwood Middle School  
Leonard Middle School  
McClung Middle School

*(\*Denotes Leadership Academy and Phalen Leadership Academy Schools.)*

**RATIONALE:**

The CTE Data Collection and Analysis Program provides a variety of areas that can run reports efficiently. The program extracts student schedules from Focus and cross-checks with each student’s program foci and automates CTE student coding. The program’s student certification feature allows for teachers to submit student certification results and upload the certification, allowing the CTE Department to validate state certifications prior to submitting to the state. The program also allows the District to pull demographic data of CTE students and student certifications takers. Additionally, the program tracks CTSOs across the District, advisors, students for recognition and advisor stipends. The program also features an inventory management system that will track all grant-funded and other CTE equipment across the District.

**INFORMATION SOURCE:**

David Saenz



Eduthings, L.L.C.  
 405 Riverhill Blvd  
 Kerrville, TX 78028  
 (888) 628-3795  
 accounts.receivable@eduthings.com



## Quote


**ADDRESS**  
 Fort Worth ISD

**QUOTE #** 1708  
**DATE** 08/01/2022

ACTIVITY	QTY	UNIT PRICE	AMOUNT
<b>Base Fee</b> The base fee for the platform.	14	2,000.00	28,000.00
<b>CTE Data</b> yearly, for comprehensive high schools	14	1,500.00	21,000.00
<b>CTE Data</b> yearly, for specialty high schools	6	875.00	5,250.00
<b>Inventory</b> yearly, for comprehensive high schools	14	1,000.00	14,000.00
<b>Inventory</b> yearly, for specialty high schools	6	250.00	1,500.00
<b>Inventory</b> yearly, for middle schools	25	0.00	0.00
<b>Bulk Discount</b> discount for buying CTE + Inventory with 15+ high schools	1	- 5,000.00	-5,000.00
<b>TOTAL</b>			<b>\$64,750.00</b>

Accepted By

Accepted Date

Signed:   
 Daphne Rickard  
 Career & Technical Education Executive Director

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC:       APPROVE PURCHASE AND INSTALLATION OF FENCE AT  
POLYTECHNIC HIGH SCHOOL**

**BACKGROUND:**

The purchase and installation of an ornamental black iron fence at Polytechnic High School is needed to secure the exterior perimeter of the campus and enclose the campus footprint. The black iron fence is similar to the one installed at the neighboring middle school, William James Middle School, and will enhance campus security and provide an aesthetically appealing look.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase and Installation of Fence at Polytechnic High School
2. Decline to Approve Purchase and Installation of Fence at Polytechnic High School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase and Installation of Fence at Polytechnic High School

**FUNDING SOURCE:       *Additional Details***

TRE                               198-51-6299-001-009-99-501-000000

**COST:**

\$148,775

**VENDOR:**

Buzz Custom Fence

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 21-081

Number of Bid/Proposals received: 3

HUB Firms: 1

Compliant Bids: 3

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

*(\*Historically Underutilized Business)*

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Polytechnic High School

**RATIONALE:**

Installing the fence will help provide a secure environment for the students and staff at Polytechnic High School.

**INFORMATION SOURCE:**

Joseph Coburn



5104 W. Vickery Boulevard  
Fort Worth, TX 76107

817-263-9788 phone; 817-263-4149 fax; 682-564-5652 cell  
tmiller@buzzfence.com – e-mail / [www.buzzfence.com](http://www.buzzfence.com) website

July 20, 2022

Project: FWISD Polytechnical HS  
1300 Conner Ave  
Fort Worth, TX 76105

Attn: Joe Flores  
David Guerra  
Fort Worth Independent School District  
Phone: 817-800-1474  
Email: [Joe.flores@fwisd.org](mailto:Joe.flores@fwisd.org)  
[David.guerra@fwisd.org](mailto:David.guerra@fwisd.org)

**Scope of Work:**

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

Supply all materials and labor to custom build and install:


**Ornamental Black Iron 3,185'**

- 3" post
- 1 1/2" rails
- 3/4" pickets
- All panels welded to post
- Tear out of existing fence 2,030'
- 2 – 4' walk gates
- 4 – 20' Double swing gates
- 1 – 10' swing gate
- 2 – 5' walk gates
- 1 – 20' slide gate
- 1 – 6' walk gate
- 2 – 10 double swing gates

**\$148,775.00**

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

**NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD-BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

  
Traci Miller Date 8/8/22

\_\_\_\_\_  
FWISD Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE PURCHASE OF FLOOR COVERS FOR COMPETITION GYMS AT HIGH SCHOOLS**

**BACKGROUND:**

Gym floor covers are needed for competition gyms at 15 high schools that do not already have them. Each of these high schools will receive six (6) panels. The covers will help to protect and extend the life of the gym floors.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Floor Covers for Competition Gyms at High Schools
2. Decline to Approve Purchase of Floor Covers for Competition Gyms at High Schools
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Floor Covers for Competition Gyms at High Schools

**FUNDING SOURCE:**       *Additional Details*

TRE                                       198-51-6398-001-XXX-99-501-000000

**COST:**

\$76,867.80

**VENDOR:**

Carey’s Sporting Goods

**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 Buyboard, Contract 631-20. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Arlington Heights High School  
Benbrook Middle/High School  
Carter-Riverside High School  
Diamond Hill-Jarvis High School  
Dunbar High School  
Eastern Hills High School  
I.M. Terrell High Academy for STEM and VPA  
North Side High School  
O.D. Wyatt High School  
Paschal High School  
Polytechnic High School  
Southwest High School  
Trimble Tech High School  
Western Hills High School  
Young Men’s Leadership Academy (YMLA)

**RATIONALE:**

Providing floor covers for competition gyms at high schools will help preserve the gym floors

**INFORMATION SOURCE:**

Joseph Coburn

## CAREY'S SPORTING GOODS

2905 S Cherry Lane  
 Fort Worth, Texas 76116  
 Phone: 817-735-4794  
 Fax: 817-735-1387

<b>BILL TO:</b>	FWISD	<b>SCHOOL:</b>	FWISD ATHLETIC DEPT.
<b>ATTN:</b>		<b>SHIP TO:</b>	TODD VESELY
<b>ADDRESS:</b>		<b>ADDRESS:</b>	
<b>CITY/ST/ZIP:</b>		<b>CITY/ST/ZIP:</b>	
<b>PHONE #:</b>		<b>CELL PHONE:</b>	
<b>EMAIL:</b>		<b>DATE:</b>	8/16/2022
<b>P.O. #:</b>		<b>NEED BY:</b>	
<b>SALESMAN :</b>	DBC/HOUSE	<b>SHIP VIA:</b>	
		<b>TEAM:</b>	GYM FLOOR COVERS

QTY	ITEM DESCRIPTION	ITEM NUMBER	PRICE Per Unit	EXTENDED TOTALS
14	HIGH SCHOOL GYM FLOOR COVERS			\$0.00
				\$0.00
68640	TOTAL SQUARE FEET		<b>\$1.12</b>	\$76,876.80
	TAN 14 OZ. GYM FLOOR PANELS			\$0.00
	EACH CAMPUS WILL GET 6 PANELS EACH			\$0.00
				\$0.00
	THE FOLLOWING SCHOOLS WILL EACH GET A SET OF COVERS			\$0.00
				\$0.00
	1. ARLINGTON HEIGHTS HIGH SCHOOL 55' X 76'			\$0.00
	2. DIAMOND-HILL JARVIS HIGH SCHOOL 55' X 92'			\$0.00
	3. DUNBAR HIGH SCHOOL 55' X 96'			\$0.00
	4. EASTERN HILLS HIGH SCHOOL 55' X 96'			\$0.00
	5. NORTH SIDE HIGH SCHOOL 55' X 76'			\$0.00
	6. POLYTECHNIC HIGH SCHOOL 55' X 88'			\$0.00
	7. PASCHAL HIGH SCHOOL 55' X 96'			\$0.00
	8. TRIMBLE TECH HIGH SCHOOL 55' X 94'			\$0.00
	9. SOUTHWEST HIGH SCHOOL 55' X 96'			\$0.00
	10. WESTERN HILLS HIGH SCHOOL 55' X 96'			\$0.00
	11. O.D. WYATT HIGH SCHOOL 55' X 96'			\$0.00
	12. BENBROOK HIGH SCHOOL 55' X 86'			\$0.00
	13. YMLA ACADEMY 55' X 86'			\$0.00
	14. IM TERRELL ACADEMY 55' X 74'			\$0.00

				\$0.00

**QUOTES GOOD FOR 30 DAYS**

**SUB TOTAL:**     \$76,876.80  
**TAX:**             \_\_\_\_\_  
**S & H:**            INCLUDED  
**TOTAL:**                      \$76,867.80





## Vendor Contract Information Summary

Vendor Name Carey's Sporting Goods  
Contact Felicia Hood  
Phone Number 817-735-4794  
Email fhood@careysteamsports.com  
Website www.careysteamsports.com  
Federal ID 75-1616244  
Accepts RFQs Yes  
Address Line 1 2905 S. CHERRY LANE  
Vendor City Fort Worth  
Vendor Zip 76116  
Vendor State TX  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Freight prepaid by vendor and added to invoice  
Ship Via Best Way  
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 9, 10, 11, 12, 14, 15  
States Served Oklahoma, Texas  
Contract Name Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories  
Contract # 665-22  
Effective Date 04/01/2022  
Expiration Date 03/31/2025  
Quote Reference Number 665-22



## Vendor Contract Information Summary

Return Policy NO RETURNS ON CUSTOM APPAREAL, OTHER RETURNS WILL BE CHARGED FREIGHT IN, FREIGHT BACK AND 20% RESTOCKING FEE

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**        **APPROVE PURCHASE OF CONSULTING SERVICES FOR THE PERKINS RESERVE GRANT**

**BACKGROUND:**

The Career and Technical Education (CTE) Department was awarded a Perkins Reserve Grant from the Texas Education Agency (TEA) for continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering, and Mathematics (STEM) Initiative. A requirement of the grant is to identify an Intermediary who works as a project manager to facilitate the grant separate from the fiscal agent. A Request for Proposal (RFP) was published in order to select a consultant for the project.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Consulting Services for the Perkins Reserve Grant
2. Decline to Approve Purchase of Consulting Services for the Perkins Reserve Grant
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Consulting Services for the Perkins Reserve Grant

**FUNDING SOURCE:**        *Additional Details*

Special Revenue                      338-13-6291-001-751-22-721-000000-22F23

**COST:**

\$50,000

**VENDOR:**

Linda Anderson

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-047

Number of Bid/Proposals Received: 10

HUB Firms: 0

Compliant Bids: 10

The above bids/proposals have been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendors listed above have been selected to support these purchases. This purchase is EDGAR compliant.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Career and Technical Education

**RATIONALE:**

The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) different school districts from around the region and is strengthened by the collaboration between secondary, postsecondary, intermediary, and industry partners. Due to the variety and extent of the work performed, the Texas Education Agency added a requirement of an Intermediary to oversee Perkins Reserve Grant work. The Intermediary/consultant manages the project, resulting in favorable outcomes for all. The consultant performs services including but not limited to: 1) Communication amongst school districts; 2) Post-secondary individuals; 3) Industry and workforce partners; 4) Coordination with the Texas Education Agency and Jobs for the Future personnel; 5) Organization of professional development; 6) Oversight of curriculum and pathway alignment between secondary and post-secondary; 7) Development of distribution materials; and 8) Management of meetings and other events. The purchase of the consultant is necessary for the continuation of the North Central Texas Aerial Robotics STEM Initiative.

**INFORMATION SOURCE:**

David Saenz

## Quote for Services

Quote includes all CTE Drone Program Consultant services and deliverables, including cost for travel and attending all project meetings. Price also includes project-related meetings with FWISD CTE Executive Director and staff.

<u>Services Provided</u>	<u>Total Price</u>
<ul style="list-style-type: none"><li>• <b>Communication Among School Districts, Post-Secondary, Industry, and Workforce Partners</b><ul style="list-style-type: none"><li>○ Coordinate teams and develop regular meeting schedules for the project, including: K12 Partners, Post-Secondary Partners, Industry Partners, and overall Advisory Committee</li><li>○ Attend meetings of K12 Partners, Post-Secondary Partners, Industry Partners, and overall Advisory Committee</li><li>○ Serve as a liaison between FWISD and all project partners</li><li>○ Facilitate dialog with industry and workforce partners concerning skills needed by students pursuing the Aerial Robotics pathway and facilitate meetings in support of integrating Aerial Robotics in 10 pathways</li><li>○ Evaluate the effectiveness of the project through on-going conversations among partners</li><li>○ Determine effectiveness of resources provided through communication with project partners</li><li>○ Develop presentations to communicate activities and success of initiative – locally, regionally and statewide</li><li>○ Develop website for NCTX Aerial Robotics Initiative</li></ul></li><li>• <b>Coordinate JFF/TEA Meetings</b><ul style="list-style-type: none"><li>○ Plan for JFF/TEA Meetings through communication with participating school districts, post-secondary partners, industry partners, and workforce partners</li><li>○ Attend JFF/TEA Meetings and Conferences</li></ul></li><li>• <b>Provide for Professional Development</b><ul style="list-style-type: none"><li>○ Work with vendor to provide professional development opportunities for teachers to increase their knowledge of robotics-related curricula, industry needs and standards, and current and emerging best practices</li><li>○ Schedule professional development and assure that all materials/resources that are needed are provided</li></ul></li><li>• <b>Facilitate Curriculum and Pathway Alignment for Schools</b><ul style="list-style-type: none"><li>○ Facilitate curriculum alignment that meets requirements of industry</li><li>○ Facilitate pathway alignment with secondary, post-secondary, industry and workforce partners to assure programs of study provide a scope and sequence that leads from secondary to post-secondary and to regional career opportunities</li><li>○ Assure that industry-recognized certifications are offered to students and work-based learning opportunities are explored</li></ul></li><li>• <b>Develop Materials for Distribution</b><ul style="list-style-type: none"><li>○ Collaborate with team (all project partners) to develop materials related to the project including a framework that can be shared with other districts and regions and replicated as a roadmap for other pathways to follow</li></ul></li></ul>	<p style="text-align: right;"><b>Total <u>\$50,000.00</u></b></p>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE PAYMENT OF PERKINS RESERVE GRANT  
COMPETITION FEES**

**BACKGROUND:**

The Career and Technical Education (CTE) Department was awarded a Perkins Reserve Grant from the Texas Education Agency (TEA) for continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering, and Mathematics (STEM) Initiative. The funds will be used to send student teams from all school districts to compete in a vertical robotics competition in the Fall of 2022.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Payment of Perkins Reserve Grant Competition Fees
2. Decline to Approve Payment of Perkins Reserve Grant Competition Fees
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Payment of Perkins Reserve Grant Competition Fees

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

Special Revenue	338-93-6493-XXX-751-22-721-000000-22F23.....	\$48,000
	338-11-6499-001-751-22-721-000000-22F23.....	\$40,000

**COST:**

\$88,000

**VENDOR:**

Robotics Education and Competition Foundation

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Not Applicable

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

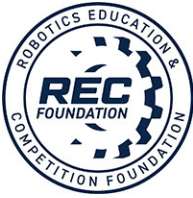
Career and Technical Education

**RATIONALE:**

The successful NCTX Aerial Robotics STEM Initiative brings together ten (10) school districts from around the region and is strengthened by the collaboration between secondary, post-secondary, intermediary, and industry partners. The purchase of competition entry fees allows students to extend their learning into co-curricular competitive activities. The competition joins students from multiple career programs of study such as Engineering, Computer Science, Aviation Maintenance, and Law Enforcement into a singular team and provides application of learned content and skills.

**INFORMATION SOURCE:**

David Saenz



Robotics Education & Competition Foundation  
 1519 I 30 W  
 Greenville, TX 75402

# Sales Order

Date	S.O. No.
7/14/2022	226

<b>Name / Address</b>
Forth Worth ISD Accounts Payable Department 100 N. University, Suite NW 140-E Fort Worth, TX 76107

<b>Ship To</b>
1050 Bridgewood Drive Ste 118 Fort Worth, TX 76118 US

Item	Description	Ordered	P.O. No.	Project
			Rate	Amount
Pass Thru	Bell VRC Drone Competition Fees- Azle ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees- Birdville ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees- Cleburne ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees- Crowley ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees- Era ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees-Grapevine-Colleyville ISD	2	4,000.00	8,000.00
Pass Thru	Bell VRC Drone Competition Fees- Keller ISD	4	4,000.00	16,000.00
Pass Thru	Bell VRC Drone Competition Fees- Mineral Wells ISD	1	4,000.00	4,000.00
Pass Thru	Bell VRC Drone Competition Fees- Ft. Worth ISD	10	4,000.00	40,000.00
	Arlington Heights, Benbrook, Carter-Riverside, Dunbar(2 teams Aviation & Engineering), I.M. Terrell, North Side, Paschal, Young Men's LA and Young Women's LA			
		<b>65</b>	<b>Total</b>	<b>\$88,000.00</b>



**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC:       APPROVE 2022 - 2023 UNIVERSITY INTERSCHOLASTIC LEAGUE  
(UIL) MEMBERSHIP FEES**

**BACKGROUND:**

Research shows that participating in extracurricular activities has a positive effect on academic performance. Fort Worth ISD students benefit from participating in educational extracurricular academic, athletic, and music contests. The governing body that provides leadership and guidance for Texas public school extracurricular contests has an annual membership fee. The enrollment classification of the participating high school determines the amount of the membership fee. High school fees cover the membership fee for the District’s middle schools and elementary schools.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 University Interscholastic League (UIL) Membership Fees
2. Decline to Approve 2022 - 2023 University Interscholastic League (UIL) Membership Fees
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

***Additional Details***

General Fund	199-36-6495-001-XXX-99-344-000000.....	\$14,750
	199-36-6495-001-XXX-91-260-000000.....	\$49,700

**COST:**

\$64,450

**VENDOR:**

University Interscholastic League (UIL)

**PURCHASING MECHANISM:**

**Not Applicable**

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

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

**RATIONALE:**

The membership fee is required for Fort Worth ISD students to participate in state-sponsored extracurricular activities and contests.

**INFORMATION SOURCE:**

Cherie Washington



DATE: July 2022

TO: Superintendent, Fort Worth ISD

FROM: Charles Breithaupt, Executive Director

SUBJECT: Membership Application and Fees

Enclosed is the renewal for your schools' membership in the University Interscholastic League (UIL) for the 2022-2023 school year. Please sign and return the application with your payment to the UIL office at the above address no later than October 1, 2022.

Please verify and/or update all the information requested on the application for EACH high school you are enrolling. One fee for each high school automatically covers membership fees for all elementary and junior high schools in your district. Elementary and junior high schools should not be listed on the application. Each high school paying a membership fee will receive one hard copy of the *Constitution and Contest Rules*, acceptance forms to participate in all UIL activities and general mailings will be sent electronically.

The fees for 2022-2023 are as follows:

Conference 1A: \$2,500	Conference 4A: \$2,950
Conference 2A: \$2,600	Conference 5A: \$3,250
Conference 3A: \$2,800	Conference 6A: \$3,350

ISDs and open enrollment charter schools without a high school: \$1,800

We ask that you send one check to cover all schools in your district. If you would like to pay by wire, please contact [finance@uilitexas.org](mailto:finance@uilitexas.org). Please note that the deadline for paying 2022-2023 membership fees is October 1, 2022.

**NOTE: ANY APPLICATION RECEIVED WITHOUT THE SIGNATURE OF THE SUPERINTENDENT WILL BE RETURNED.**

# University Interscholastic League

FORT WORTH ISD

## 2022-2023 MEMBERSHIP APPLICATION

**Due in the UIL office by October 1, 2022. Make check payable to: University of Texas at Austin, UIL.  
Mail form and check to: University Interscholastic League, PO Box 8028, Austin, TX 78713-8028.**

### Section 11: ADMISSION TO MEMBERSHIP

A school seeking membership in the UIL shall submit its application to the Executive Director. If the application (a) demonstrates that the school district or open enrollment charter school is eligible for membership, (b) states that the school board and superintendent comply and will comply with applicable state law, Texas Education Agency regulations and the terms of participation in UIL contests as set out in the *Constitution and Contest Rules*, (c) is signed by the superintendent, and (d) is accompanied by payment of the annual membership fee, the Executive Director shall enroll the school as a member of the UIL.

### Section 10: QUALIFICATIONS FOR MEMBERSHIP

A public school district or open enrollment charter school in Texas that is subject to accreditation by the Texas Education Agency, or a private school subject to accreditation by the Texas Private School Accreditation Commission, may become a member of the UIL in accordance with the following:

- (a) ALL HIGH SCHOOLS. A high school must fit the definition of "High School" in Section 5 in order to be eligible to participate in UIL competition.
- (b) PUBLIC SCHOOL DISTRICTS AND OPEN ENROLLMENT CHARTER SCHOOLS. Unless its right to participate has been suspended or revoked by the UIL, an open enrollment charter school, and a public high school, junior high school or elementary school of a school district that is a member of the UIL and for which the district has paid the annual participation fee, is eligible to participate in UIL competition..
- (c) PRIVATE SCHOOLS. Unless its right to participate has been suspended or revoked for violating rules or codes by another league similar to the UIL, a Texas non-public school may apply for UIL membership in the largest conference (currently 6A) provided the school meets all of the following conditions:
  - (1) School is accredited by the Texas Private School Accreditation Commission.
  - (2) School does not qualify for membership in any other organization similar to the UIL.

### Section 12: MEMBERSHIP DUES

- (a) ANNUAL MEMBERSHIP DUES. A member school shall pay annually membership dues in an amount determined by the Legislative Council.

UIL Participation Fee Structure	
No High School.....	\$1,800
Conference A.....	\$2,500
Conference AA.....	\$2,600
Conference AAA.....	\$2,800
Conference AAAA.....	\$2,950
Conference AAAAA.....	\$3,250
Conference AAAAAA.....	\$3,350

One fee for each high school automatically covers participation fees for all junior high and elementary schools competing in elementary/junior competition. Junior high schools with 9th grades that compete at the high school varsity level must pay the same fee as their 10th thru 12th grade high school. Independent school districts or open enrollment charter schools without high schools pay \$1,800.00. The fee for each one or two-year (grade 9 or grades 9 and 10) high school is determined by its conference assignment. A magnet or special school for the academically gifted is assigned to a conference for competition in academics, drama and music activities based on the enrollment of the largest participant school in the ISD.

*I HEREBY CERTIFY that I have read and have determined that the following schools meet the requirements for participation and that the independent school district or open enrollment charter school meets the qualifications and requirements for membership. I further certify that the school board and superintendent accept and will comply with applicable state law, Texas Education Agency regulations, and the terms of participation in League contests as set out in the Constitution and Contest Rules.*

Superintendent's Signature (Kent Scribner)

PLEASE CORRECT/UPDATE ALL INFORMATION BELOW. ADDITIONAL PAGE(S) MAY BE ATTACHED IF NECESSARY.

FORT WORTH ISD, 100 N UNIVERSITY DR, FORT WORTH, TX 76107-1360

**TOTAL AMT DUE:**

PHONE: 817-814-1900 FAX: 817-814-1905 EMAIL: superintendent@fwisd.org

**\$64,450.00**

ARLINGTON HEIGHTS HIGH SCHOOL, 4501 W FREEWAY, FORT WORTH, TX 76107-5499 PHONE: 817-815-1000 FAX: 817-815-1050 EMAIL: sarah.weeks@fwisd.org Grades: 9_12	SARAH WEEKS, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
CARTER-RIVERSIDE HIGH SCHOOL, 3301 YUCCA AVE, FORT WORTH, TX 76111-4898 PHONE: 817-814-9000 FAX: 817-814-9050 EMAIL: victor.alfaro@fwisd.org Grades: 9_12	VICTOR ALFARO, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
DIAMOND HILL-JARVIS HIGH SCHOOL, 1411 MAYDELL ST, FORT WORTH, TX 76106-4596 PHONE: 817-815-0000 FAX: 817-815-0050 EMAIL: james.garcia1@fwisd.org Grades: 9_12	JAMES GARCIA, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
DUNBAR HIGH SCHOOL, 5700 RAMEY AVE, FORT WORTH, TX 76112-7999 PHONE: 817-815-3000 FAX: 817-815-3050 EMAIL: justin.edwards@fwisd.org Grades: 9_12	JUSTIN EDWARDS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
EASTERN HILLS HIGH SCHOOL, 5701 SHELTON ST, FORT WORTH, TX 76112-3999 PHONE: 817-815-4000 FAX: 817-815-4050 EMAIL: katrina.smith@fwisd.org Grades: 9_12	KATRINA SMITH, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
FORT WORTH BENBROOK MIDDLE-HS, 201 OVERCREST DRIVE, BENBROOK, TX 76126- PHONE: 817-815-7100 FAX: 817-815-7150 EMAIL: richard.penland@fwisd.org Grades: 9_12	RICHARD PENLAND, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
FORT WORTH TERRELL ACADEMY FOR STEM & VPA, 1900 IM TERRELL WAY, FORT WORTH, TX 76102-BALDWIN BROWN, PRINCIPAL PHONE: 817-815-2100 FAX: 817-815-2150 EMAIL: baldwin.brown@fwisd.org Grades: 9_12	BALDWIN BROWN, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
MARINE CREEK COLLEGIATE HS, 4801 MARINE CREEK PARKWAY, FORT WORTH, TX 76179- PHONE: 817-515-7784 FAX: 817-515-7094 EMAIL: tom.fraire@fwisd.org Grades: 9_12	THOMAS FRAIRE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
NORTH SIDE HIGH SCHOOL, 2211 MCKINLEY AVE, FORT WORTH, TX 76164-7798 PHONE: 817-814-4000 FAX: 817-814-4050 EMAIL: antonio.martinez@fwisd.org Grades: 9_12	ANTONIO MARTINEZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
PASCHAL HIGH SCHOOL, 3001 FOREST PARK BLVD, FORT WORTH, TX 76110-2895 PHONE: 817-814-5000 FAX: 817-814-5050 EMAIL: troy.langston@fwisd.org Grades: 9_12	TROY LANGSTON, PRINCIPAL CONFERENCE: 6A FEE AMOUNT \$3350.00
POLYTECHNIC HIGH SCHOOL, 1300 CONNER AVE, FORT WORTH, TX 76105-1493 PHONE: 817-814-0000 FAX: 817-814-0050 EMAIL: nick.torrez@fwisd.org Grades: 9_12	NICK TORREZ, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
SOUTH HILLS HIGH SCHOOL, 6101 MCCART AVE, FORT WORTH, TX 76133-3317 PHONE: 817-814-7000 FAX: 817-814-7050 EMAIL: rodrigo.durbin@fwisd.org Grades: 9_12	RODRIGO DURBIN, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
SOUTHWEST HIGH SCHOOL, 4100 ALTAMESA BLVD, FORT WORTH, TX 76133-5499 PHONE: 817-814-8000 FAX: 817-814-8050 EMAIL: john.engel@fwisd.org Grades: 9_12	JOHN ENGEL, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
TCC SOUTH COLLEGIATE HS, 5301 CAMPUS DRIVE, FORT WORTH, TX 76119- PHONE: 817-515-4220 FAX: 817-515-4208 EMAIL: quanda.collins@fwisd.org Grades: 9_12	QUANDA COLLINS, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
TEXAS ACADEMY OF BIOMEDICAL SCIENCE, 2100 CLOVER LANE, FORT WORTH, TX 76107-3416 PHONE: 817-815-1660 FAX: 817-815-1699 EMAIL: jack.henson@fwisd.org Grades: 9_12	JACK HENSON, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
TRIMBLE TECHNICAL HIGH SCHOOL, 1003 W CANNON ST, FORT WORTH, TX 76104-3086 PHONE: 817-815-2500 FAX: 817-815-2550 EMAIL: jose.lara@fwisd.org Grades: 9_12	JOSE LARA, PRINCIPAL CONFERENCE: 5A FEE AMOUNT \$3250.00
WESTERN HILLS HIGH SCHOOL, 3600 BOSTON AVE, FORT WORTH, TX 76116-6999 PHONE: 817-815-6000 FAX: 817-815-6050 EMAIL: Keri.Flores@fwisd.org Grades: 9_12	KERI FLORES, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
WORLD LANGUAGES INSTITUTE, 4921 BENBROOK HWY, FORT WORTH, TX 76116- PHONE: 817-815-2200 FAX: 817-815-2250 EMAIL: marielise.mosbeux@fwisd.org Grades: 9_12	MARIA-LISE MOSBEUX, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00

WYATT HIGH SCHOOL, 2400 E SEMINARY DR, FORT WORTH, TX 76119-5598 PHONE: 817-815-8000 FAX: 817-815-8050 EMAIL: howard.robinson@fwisd.org Grades: 9_12	HOWARD ROBINSON, PRINCIPAL CONFERENCE: 5A FEE AMOUNT: \$3250.00
YOUNG MEN'S LEADERSHIP ACADEMY, 5100 WILLIE, FORT WORTH, TX 76105- PHONE: 817-815-3400 FAX: 817-815-3450 EMAIL: rodney.white@fwisd.org Grades: 9_12	RODNEY WHITE, PRINCIPAL CONFERENCE: 4A FEE AMOUNT \$2950.00
YOUNG WOMEN'S LEADERSHIP ACADEMY, 401 EAST 8TH STREET, FORT WORTH, TX 76104- PHONE: 817-815-2400 FAX: 817-815-2450 EMAIL: Tamara.Albury@fwisd.org Grades: 9_12	TAMARA ALBURY, PRINCIPAL CONFERENCE: 4A FEE AMOUNT: \$2950.00

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC:       APPROVE CHECK-IN APPLICATION SOFTWARE LICENSE TO  
SUPPORT STUDENT AND STAFF SELF-REGULATION SKILLS**

**BACKGROUND:**

The Rhithm Check-In application is a simple check-in tool used with students and staff. Administrators, educators, counselors, and District leaders can access student response data to support self-regulation by utilizing a daily (or several times a day) check-in that is quick and provides activities tailored to individual needs.

This agreement allows every campus, student, and staff member, including District staff to have unlimited check-ins. Staff can watch student response data in real-time so learning plans can be adjusted to meet the needs. Based on check-in data, the algorithm selects an optimum 1-3-minute video activity or lesson for each student or adult that launches automatically. Activities are designed to help users self-regulate so that optimal learning can take place. This service will begin on August 24, 2022, and continue through the end of the 2022 - 2023 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Check-In Application Software License to Support Student and Staff Self-Regulation Skills
2. Decline to Approve Check-In Application Software License to Support Student and Staff Self-Regulation Skills
3. Remand to staff for further study.

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

***Additional Details***

Special Revenue

289-31-6399-04W-999-24-512-000000-23F12

**COST:**

\$80,000

**VENDOR:**

Rhithm, Inc.

**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 Educational Purchasing Cooperative of North Texas - Allen ISD, Contract 2019-JUL-39. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

District - Wide

**RATIONALE:**

Many students today struggle with impulsive and sometimes inappropriate behavior. This behavior is due to a variety of reasons including maturity, brain development, and an inability to self-regulate. Self-regulation is the ability to monitor attention, behavior, thoughts and emotions. Students who have the ability to regulate their emotions and behavior are better able to engage with others and respond to the varying activities of the day. The check-in resources generated by Rhithm help teach the skills needed to mitigate impulsive behavior, provide a foundation for safe and positive learning, and enhance a student’s ability to succeed in school, career, and life.

**INFORMATION SOURCE:**

Cherie Washington



**Rhithm, Inc**  
 DEPT 4030, PO BOX 124030  
 Dallas, TX 75312-4030



**Fort Worth ISD (2022-23) - Pro**

**Please send Purchase Orders to:**  
[ibou@rhithm.app](mailto:ibou@rhithm.app) (attn: Ibou Jobe)

**For Quote Questions:**  
[ibou@rhithm.app](mailto:ibou@rhithm.app)  
 940-257-6398

**Quote #4386309000043647041**

**Purchasing Cooperative:**

**Quote Valid Until:** Aug 24, 2022

**Effective Date:** Aug 1, 2022

**End Date:** Jul 31, 2023

<u>Product Name</u>	<u>Term</u>	<u>List Price</u>	<u>Qty</u>	<u>Amount</u>
<b>Rhithm™ Pro (Renewal)</b>				
- Rhithm App™ access (all students and staff) - Rhithm Insights™ access (up to 5 Credentials) - Rhithm Assessments™ access (Custom Assessments and Template Library) - One-Hour Training Session for Teachers and Admins - Four Hours of as-needed training throughout the school year - Customer Success and Support Team access	1 Year	\$ 6.00	74495	\$ 446,970.00
<b>Discount - Software</b>				
Legacy Customer Discount	1 Year	\$ -366,970.00	1	\$ -366,970.00
Includes free use of Pro features for remainder of 2021-22 contract.				
<b>Sub Total</b>				<b>\$ 80,000.00</b>
Tax Applied				\$ 0.00
<b>Grand Total</b>				<b>\$ 80,000.00</b>



**Allen ISD**  
Where Eagles Soar

**2019-JUL-39**  
**Rhithm**  
**Supplier Response**

**Event Information**

Number: 2019-JUL-39  
Title: General Services  
Type: Request for Proposals  
Issue Date: 7/18/2019  
Deadline: 8/1/2019 02:00 PM (CT)  
Notes: This is a MULTI-AWARD BID FOR GENERAL SERVICES VENDORS.

ALLEN ISD urges all Vendors that provide these services to respond to this Bid/Proposal, even if you are a sole source of the product/service. SPECIFICATIONS are provided as an attribute in this solicitation document. PLEASE READ THE ENTIRE RFP CAREFULLY AND DOWNLOAD ALL ATTACHMENTS PRIOR TO RESPONDING TO THIS PROPOSAL.

**Attention Previously Awarded Vendors:** If your company is a previously awarded vendor within these commodities a new submission is not required. To check on the maturity date of an existing contract or determine if you should submit a new response please visit the Purchasing Department web page at: <https://www.allenisd.org/Page/50308> or contact the Purchasing Department at (972) 908-8973.

Electronic Bidding: Although we are legally required to accept paper bid submissions, we strongly encourage that bidders submit this bid electronically. Electronic bidding will eliminate errors, unnecessary work, and reduce paper. When filing this bid electronically, please do not send us a paper copy as the electronic version will prevail.

**2  
3 Certificate of Interested Parties  
(From 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Allen ISD. The filing application site can be located at <https://www.ethics.state.tx.us/filinginfo/1295/>.

The District must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Allen ISD.

**2  
4 Isreal Boycott HB 89**

Vendor certifies that they do not boycott Israel, will not boycott Israel during the term of this Agreement, and are in compliance with Section 2270.002 of the Texas Government Code.

**2  
5 Foreign Terrorist Organizations SB 252**

Vendor certifies that they do not support foreign terrorist organizations and are in compliance with Sections 2252.152-154 of the Texas Government Code.

**2  
6 Interlocal Agreement Clause**

Several governmental entities around the Allen 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) select Agreed, the following will apply: Government entities utilizing Internal Governmental contracts with the Allen 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 Allen ISD will be billed directly to that government entity and paid by that government entity. Allen ISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:      **APPROVE SOFTWARE SYSTEM TO CREATE, MONITOR, AND  
EVALUATE CAMPUS EDUCATIONAL IMPROVEMENT PLANS AND  
DISTRICT IMPROVEMENT PLAN****

**BACKGROUND:**

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

Each CEIP must:

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

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

The District seeks consent to renew the service agreement for the 2022 - 2023 school year. The contract includes the software system and District wide summary reports to track funding by goal and to capture Site-Based Decision-Making data for reporting purposes.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans and District Improvement Plan
2. Decline to Approve Software System to Create, Monitor and Evaluate Campus Educational Improvement Plans and District Improvement Plan
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

Special Revenue	255-23-6299-006-XXX-24-528-000000-23F28.....	\$916
	255-23-6399-006-XXX-24-528-000000-23F28.....	\$4,400
	289-23-6399-006-XXX-24-512-000000-23F12.....	\$67,650
	289-23-6299-006-XXX-24-512-000000-23F12.....	\$14,084

**COST:**

\$87,050

**VENDOR:**

806 Technologies

**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 Educational Purchasing Cooperative of North Texas, Contract RFP2018-06. Supporting documentation is attached. The recommended vendor is listed above. This purchase is Edgar compliant.

***Purchasing Support Documents Needed:***

- Bid - Bid Summary / Evaluation
- Inter-Local (IL)- Price Quote and IL Contract Summary Required
- Sole Source- Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency - Price Quote and Emergency Affidavit

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

All Fort Worth ISD Campuses

**RATIONALE:**

These plans are critically important in our effort to meet the achievement imperatives of the District as well as the campuses. Board approval is necessary to meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District Strategic Plan and the Campus Educational Improvement Plans.

**INFORMATION SOURCE:**

Jerry Moore

**806 TECHNOLOGIES, INC.**  
 5760 Legacy Drive  
 Suite B3-176  
 Plano, TX 75024  
 (877) 331-6160x3  
 accounting@806technologies.com



## Quote

**ADDRESS**

Kandice Cole  
 Fort Worth ISD  
 100 N University Dr., STE NW 140-E  
 Fort Worth, TX 76107-1300

**QUOTE #** 5325  
**DATE** 07/18/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>DIP</b> Plan4Learning - District Improvement Planning Software -- FREE	1	0.00	0.00
<b>CIP</b> Plan4Learning - Campus Improvement Planning Software	131	550.00	72,050.00
<b>Plan4Learning - Training</b> Ten (10) Live Webinar Refresher Training Sessions (Virtual) by one (1) 806 Technologies Trainer. Training sessions to be conducted in Spring 2023.  Maximum of 60 participants per Session.	10	1,500.00	15,000.00

EPCNT Cooperative, Joshua ISD Contract #RFP 2018-06

This estimate is for the 2022-23 school year.  
 Period of Sept. 1, 2022 to Aug. 31, 2023.

TOTAL **\$87,050.00**

Accepted By

Accepted Date

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC:       APPROVE CONTRACT RENEWALS FOR ONDATA SUITE AND TEXAS STUDENT DATA SYSTEM (TSDS) FOR THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for OnData Suite and Texas Student Data System (TSDS) to support the Public Education Information Management System (PEIMS) and TSDS submissions required by the Texas Education Agency (TEA). The contract term is for September 1, 2022, through August 31, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year
2. Decline to Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

***Additional Details***

General Fund	199-53-6399-818-750-99-402-000000.....	\$44,910
	199-31-6239-818-999-99-402-000000.....	\$10,100



**COST:**

\$55,010

**VENDOR:**

ESC Region 11

**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 Educational Service Center - Region XI Master Agreement Contract 54541. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

District - Wide

**RATIONALE:**

Approval of this item will support the review, analysis and submission of the required PEIMS and TSDS Core Collections by TEA.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

# TSDS Contract (PEIMS, TIMS, UID, Core Collections) 2022-2023

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2022, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

### Services Provided by TEA

- Explain the overall data requirements to ESC personnel
- Provide and maintain the *Texas Education Data Standards (TEDS)*, and the *STUDENT ATTENDANCE ACCOUNTING HANDBOOK (SAAH)*
- Provide the ESC and district with a standard editing and reporting system (TSDS)

### Services Provided by ESC Region 11

- Send the data required (ACCEPT) by the current Texas Education Data Standards (TEDS) to TEA by the specified due dates for each submission/re-submission.
- Review the district data using edit rules and reports supplied by TEA, assuring that all fatal errors are corrected.
- Assist the district with its data submission to TEA's TSDS server.
- Notify district when its data has been accepted by the ESC and made available for further processing by TEA.
- Facilitate the accuracy and timely delivery of data.
- Explain the overall data collection requirement for PEIMS and Enrollment Tracking (ET) to district personnel.
- Train school district personnel to adequately meet the data submission requirement, covering:
  - o Overall data flow
  - o Delivery schedule
  - o Data element definitions
  - o Data submission formats
  - o Editing requirements
  - o Correction cycle
  - o Approval of summary report and error listing
  - o Operation of the web-based TSDS system
  - o Operation of the Enrollment Tracking (ET) System
  - o TSDS Unique ID Corrections
- Consult with districts to assist them in preparing the data submission and to ensure data quality and compliance to schedules
- ESC TSDS staff will coordinate assistance by:
  - o Answering questions about the Texas Education Data Standards (TEDS) and Student Attendance Accounting Handbook
  - o Organizing the data submission schedule

- o Answering questions about the edit and summary reports
- o Organizing the error correction schedule
- o Initiating the final approval of the district's submission to TEA
- o Providing assistance for the Early Childhood Data System (ECDS) by either hourly rate or contracted amount
- o Training and assistance on TSDS Incident Management System (TIMS)
- o Providing assistance with the Unique Identification System (UID)
- o Assist with issues relating to TEA Login System (TEAL)
- Training and assistance on all Core Collections:
  - o Charter School Waitlist
  - o Child Find
  - o Class Roster Fall and Winter
  - o ECDS (Early Childhood Data System)
  - o RFT (Residential Facility Tracker)
  - o SELA (Special Education Language Acquisition)
  - o SPPI-14 (State Performance Plan Indicator 14)

### **District Responsibilities**

- Submit the data required by the current Texas Education Data Standards (TEDS) to the ESC in accordance with the specifications of the data standards.
- Approve the required data (along with the ESC) by the due dates.
- Follow the ESC-established deadlines to allow sufficient time for technical assistance by the ESC.
- Validate/edit the district data file using TSDS.
- Get approval of data file by ESC.
- Correct errors found by the ESC during the editing/validation process in a timely manner.
- Approve the content of the data submission by completion of the SOA by the Superintendent, as available through TSDS.

### **ESC Region 11 Contact**

Coordinator, Management and Information Systems  
(817) 740-7704

**TSDS Contract  
 (PEIMS, TIMS, UID,  
 Core Collections)**

**Price List — 2022-2023**

<b>TSDS (PEIMS, TIMS, UID, Core Collections)</b>	
<b>Students in District</b>	<b>Fee</b>
1-500	\$1,700
501-1,000	\$2,750
1,001-2,000	\$3,800
2,001-4,000	\$4,850
4,001-8,000	\$5,900
8,001-16,000	\$6,950
16,001-32,000	\$8,000
32,001-64,000	\$9,050
64,001-128,000	\$10,100

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2022, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The MIS/IT Department offers the following services and discounts to school districts/charter schools that sign the **OnDataSuite Contract**:

### Services Available

OnDataSuite is a web-based PEIMS-focused data analysis tool that adds value to your PEIMS information by providing access to thousands of reports.

#### Features:

- Upload PEIMS data files often and frequently
- Upload Assessment data files
- Analysis tools for multiple years of data
- Custom report creation
- Monitor trends in data
- Compare data with other schools

#### Data sources:

- PEIMS
- STAAR 3-8
- STAAR EOC
- ACT Plan
- ACT Explore
- TAKS
- TELPAS
- GASB Audit Data Feed
- TEA Cohort Student List

All training and support is provided by OnDataSuite.

### ESC Region 11 Contact

Director of MIS  
(817) 740-7506  
86

**Price List — 2022-2023**

<u><b>Enrollment</b></u>	<u><b>Cost</b></u>
0-500	\$2,995
501-1,000	\$4,500
1,001-10,000	\$5,800
10,000+	\$0.60 per student

Contract No.  
54541



# Master Interlocal Agreement

This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees

## PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

## AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11, and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, its terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. **Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.**

Local Government

Fort Worth ISD

Name of Local Government

100 N. University

Address of Local Government

Jonathan Bey 817-814-2210

Contact Name Phone Number

jona.than.bey@fwisd.org

[Signature] 9/27/16

Board President Signature Approval Date

220905  
County/District # (if applicable)

ESC Region 11

1451 S. Cherry Lane  
White Settlement, Texas 76108  
Attn: Darius Casper

[Signature]  
ESC Region 11 Executive Director Signature

10/12/16  
Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE RENEWAL OF THE TRAINING MANAGEMENT SYSTEM FOR DISTRICT-WIDE COMPLIANCE TRAINING**

**BACKGROUND:**

The District-wide training management system provides an online platform of self-paced courses for required compliance training for all District personnel. It includes access to a comprehensive library of evidence-based courses on important topics in one (1) convenient online system, such as the Exceptional Child Library and the School Bus Driver Safety Library. The platform provides the District flexibility to build courses and custom groups to support the assignment of training to staff, making it an effective way to administer regulatory compliance and professional learning. The performance period of this renewal is for one (1) year, beginning on August 31, 2022.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Renewal of the Training Management System for District-Wide Compliance Training
2. Decline to Approve Renewal of the Training Management System for District-Wide Compliance Training
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

General Fund                      199-21-6399-001-999-99-346-000000



**COST:**

\$65,462.81

**VENDOR:**

Vector 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 Education Purchasing Cooperative of North Texas - Wylie ISD Contract 2022-A04-115. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

District - Wide

**RATIONALE:**

This training is an easy and cost-effective way to administer and track compliance for professional learning.

**INFORMATION SOURCE:**

Marlon Shears



## K-12 SAFETY & PROFESSIONAL GROWTH SOLUTIONS

Proposal for

Fort Worth Independent School District

Prepared by:

**Julia Konys / Senior Renewal Manager**  
**2135 Dana Ave., Suite 300**  
**Cincinnati, OH 45207**  
**Ph: 800.434.0154 / Fax: 513.366.4074**

**Pricing/Schedule A**

**Date:** August 04, 2022

Pricing valid for 30 days.

**Client Information**

<b>Client Name:</b> Fort Worth Independent School District	
<b>Address:</b> 100 N University Dr Fort Worth, Texas 76107-3010	
<b>Primary Contact Name:</b>	<b>Primary Contact Phone:</b>

**Term**

<b>Effective Date:</b> 08/31/2022	<b>Initial Term (months):</b> 12.0
--------------------------------------	---------------------------------------

**Invoicing Contact Information (Please fill in missing information)**

<b>Billing Contact Name:</b> Aracely Chavez			
<b>Billing Address:</b> 100 N University Dr Fort Worth, Texas 76107-3010		<b>Billing Phone:</b> (817) 814-3318	
<b>Billing Email:</b> aracely.chavez@fwisd.org	<b>PO#:</b> PO Not Required	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

**Annual Subscription Services**

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Quantity	Price	Sub Total
Vector Training, K12 Edition - School Bus Safety Company Driver Training Course - Annual Subscription	1.0	\$5,458.17	\$5,458.17
Vector Training, Special Education Edition Professional Development Solution - Annual Subscription	1.0	\$18,734.01	\$18,734.01
		<b>*Total:</b>	\$65,462.81

Product	Quantity	Price	Sub Total
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	11800.0	\$3.59	\$42,362.00
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	1.0	-\$3,590.37	-\$3,590.37
Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription - Contractor's Site	300.0	\$8.33	\$2,499.00

**\*Total:** \$65,462.81

**\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.**

**Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.**

Confidential and Proprietary



## **Supplier Award**

**2022-A04-115**

**Online Technology & Education Software and  
Subscriptions**

**Award Date: 6/21/22**

**Vector Solutions**

### **Contact Information**

Address: Purchasing Department

951 S. Ballard Ave.

Wylie, TX 75098

Phone: 1 (972) 429-2995

Email: [purchasing@wylieisd.net](mailto:purchasing@wylieisd.net)

## Vector Solutions

Scenario Learning LLC

Address: 4890 W Kennedy Blvd, Suite 300

Scenario Learning LLC

Tampa, FL 33609

Phone: (866) 546-1212

## Award Lines

---

1 Please indicate any discount offered. If you cannot offer a discount, you may designate a 0% in the space provided. A bid of 0% is a valid bid response and will NOT disqualify you from being awarded.

Quantity:   1   UOM:  EA  Unit price:  % Total:

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE RENEWAL OF ONLINE REFERENCE DATABASES AND STREAMING MEDIA**

**BACKGROUND:**

The subject-specific curriculum-based reference databases include articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: 1) *African-American History*; 2) *American History*; 3) *American Indian History*; 4) *Ancient and Medieval History*; 5) *Bloom's Literature*; 6) *Curriculum Resource Center*; 7) *Ferguson's Career Guidance Center*; 8) *Health Reference Center*; 9) *History Research Center*; 10) *Modern World History*; 11) *Science Online*; and 12) *World Geography & Culture Online*.

The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services' websites, and *ClassLink* the District's single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. The contract period begins August 1, 2022, and expires on July 31, 2023.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Online Reference Databases and Streaming Media
2. Decline to Approve Renewal of Online Reference Databases and Streaming Media
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Online Reference Databases and Streaming Media

**FUNDING SOURCE:**

**Additional Details**

General Fund

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

**COST:**

\$92,657.35

**VENDOR:**

Infobase, LLC

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code 44.031(j) 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All Fort Worth ISD campuses and departments have online access to the databases.

**RATIONALE:**

Database usage statistics for a twelve-month period indicate that District users conducted 8,987 searches, 9,705 item investigations, and 9,419 item requests. Monthly usage statistics: [https://docs.google.com/spreadsheets/d/1SpnSrYnugEFR\\_Gxr4LZJ60jJgb9gDu7Tz4EgiS0oAss/edit?usp=sharing](https://docs.google.com/spreadsheets/d/1SpnSrYnugEFR_Gxr4LZJ60jJgb9gDu7Tz4EgiS0oAss/edit?usp=sharing)

**INFORMATION SOURCE:**

Marcey Sorensen





## Subscription Renewal Price Quote

August 8, 2022

Customer #: 101246

**Fort Worth Independent School District  
Library Media Services  
3150 McCart Avenue  
Fort Worth TX 76110**

Dear Subscriber:

It is time to renew! I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal.

### PRODUCT INFORMATION

PRODUCT	CURRENT EXPIRATION	RENEWAL TERM	RENEWAL PRICE	TYPE
African-American History	July 31, 2022	12 months	\$4,939.11	Renewal
American History	July 31, 2022	12 months	\$9,878.21	Renewal
American Indian History	July 31, 2022	12 months	\$4,939.11	Renewal
Ancient and Medieval History	July 31, 2022	12 months	\$4,939.11	Renewal
Bloom's Literature	July 31, 2022	12 months	\$4,939.11	Renewal
Curriculum Resource Center	July 31, 2022	12 months	\$4,939.11	Renewal
Ferguson's Career Guidance Center	July 31, 2022	12 months	\$4,939.11	Renewal
Health Reference Center	July 31, 2022	12 months	\$4,939.11	Renewal
Modern World History	July 31, 2022	12 months	\$4,939.11	Renewal
Science Online	July 31, 2022	12 months	\$4,939.11	Renewal
The World Almanac for Kids	July 31, 2022	12 months	\$11,514.11	Renewal
The World Almanac for Kids Elementary	July 31, 2022	12 months	\$8,612.58	Renewal
World Geography and Culture Online	July 31, 2022	12 months	\$4,939.11	Renewal
Classroom Video On Demand: Master Collection	July 31, 2022	12 months	\$13,261.35	Renewal

**TOTAL COST: \$92,657.35**

---

**This notification is a Renewal Price Quote only, not an invoice.** Please fill out the form below or contact your Sales Representative or Customer Service to confirm your renewal.

\*NOTE: The total cost shown has been determined by the combination of products included in this proposal. Should any of selections change, renewal prices may change and a new price quote will be needed.

RENEW NOW

**If you would like to renew NOW, please reply to this email or print and fill out the Renewal Form below and fax it to us at 212-313-9456. Thank you.**

**RENEWAL FORM**

**YES**, please renew my subscription(s) to the services listed above.

**Purchase Order No.:**

(if required)

**Payment made by:**  **My institution**  **My district office**

**Bill date:**  **Now** or  **Specify date**

**Full name:**

**Signature:**

**Institution:**

**Today's Date:**

---

**CONTACT US**

Sincerely,  
Tami Solum  
  
Business Development Executive  
  
tsolum@infobase.com

**Customer Service and Billing**  
Mon–Fri. 9:00 a.m. to 5:00 p.m. (EST)  
P: 1-800-322-8755, Option 1  
F: 1-800-678-3633  
[custserv@infobaselearning.com](mailto:custserv@infobaselearning.com)

You are receiving this email from Infobase because you are one of our database/eBook/streaming video subscribers. To ensure the delivery of Infobase emails to your inbox, please add [support@infobaselearning.com](mailto:support@infobaselearning.com) to your Contacts or Address Book.



132 West 31st Street 16th Floor  
New York, NY 10001 USA  
Phone: 1-800-322-8755



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 **Infobase Holdings LLC**

132 West 31st Street 16th Floor New York NY,10001

WEBSITE [www.infobase.com](http://www.infobase.com)

SERVICE/PRODUCTS DESCRIPTION

Designed to support initiatives and drive positive change for schools, educators, and students, Hoonuit's solution supports all the data analytics and professional development needs of K-12 and higher education educators and administrators. Our analytics solution provides cross-domain visuals for data from all data sources, along with planning and intervention workflows. Furthermore, dashboards and tools can be public-facing to increase visibility and community support. Our PD solution provides 100,000+ hours of interactive lessons, along with our content creation toolkit; instant video transcription and translation; micro-credentials; personalized learning pathways; and advanced tracking and reporting.

CONTRACT: **200105 Technology Solutions Products and Services**

End Date: May-31-2023 EDGAR COMPLIANCE: [View Doc.](#)



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE INTERLOCAL AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TRINITY METRO FOR TRANSPORTATION SERVICES PILOT PROGRAM****

**BACKGROUND:**

In an effort to lower fuel and transportation costs, while also maximizing flexibility for students, Fort Worth ISD would like to enter into a partnership with Trinity Metro to pilot use of public transportation for students, in lieu of school transportation. Fort Worth ISD will receive 200 Trinity Metro “Easy Passes” to be distributed to students in grades 9-12 who are enrolled in Program of Choice schools and who agree to use Trinity Metro as their primary mode of transportation to and from school. The passes will be available to the student during all Trinity Metro operating hours at a cost of no more than \$60 per pass per month. If successful, this pilot program could be expanded in future years.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Interlocal Agreement between Fort Worth Independent School District and Trinity Metro for Transportation Services Pilot Program
2. Decline to Approve Interlocal Agreement between Fort Worth Independent School District and Trinity Metro for Transportation Services Pilot Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        Additional Details**

General Fund                               199-34-6299-001-999-99-434-000000

**COST:**

Not-to-Exceed - \$120,000

**VENDOR:**

Trinity Metro

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Campuses with Program of Choice Students in grades 9-12  
District Operations

**RATIONALE:**

Partnering with Trinity Metro on a pilot public transportation offering for Program of Choice students in grades 9-12 is effective and efficient.

**INFORMATION SOURCE:**

Joseph Coburn

## **EASYRIDE TRANSIT AGREEMENT BETWEEN THE FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TRINITY METRO**

This EASYRIDE Transit Agreement (this "Agreement") is entered into between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted independent school district, ("District"), whose address is 100 N. University Dr., Fort Worth, Texas 76107, and the Fort Worth Transportation Authority doing business and referred to this Agreement as "Trinity Metro", whose address is 801 Grove St., Fort Worth, TX 76102. DISTRICT and Trinity Metro may be collectively referred to as the "Parties" or individually as a "Party."

This Agreement's effective date is the last date shown in the signature blocks below. For good and valuable consideration, the District and Trinity Metro agree, as follows:

1. TERM. Service under this Agreement shall commence on Sept. 1, 2022, and shall expire on May 31, 2023.
2. DISTRICT ID HOLDERS' PARTICIPATION IN EASYRIDE. Any District student who possesses a valid and properly encoded EASYRIDE card (card) that is capable of being read by Trinity Metro's ID Readers may participate in Trinity Metro's EASYRIDE program ("EASYRIDE") to pay fares on Trinity Metro fixed route buses, commuter trains, and ZIPZONES in Trinity Metro's Tarrant County service area (collectively, "Trinity Metro Vehicles"). The District shall determine participant eligibility at its sole discretion.
3. USE OF EASYRIDE ON TRINITY METRO VEHICLES. To use EASYRIDE for payment on Trinity Metro Vehicles, the cardholder must, upon boarding a Trinity Metro Vehicle, present his or her card for reading by Trinity Metro equipment. The District agrees to cooperate with Trinity Metro to attempt to resolve problems, if any, with the reading of cards by Trinity Metro's ID Readers. Other electronic or physical media may be used in place of, or in addition to, the cards if both the District and Trinity Metro agree. Trinity Metro agrees to provide 200 cards during the term of this Agreement. Trinity Metro will replace any lost or destroyed cards at no additional cost to the District
4. INVOICING AND PAYMENT OF THE DISTRICT EASYRIDE FARES. Trinity Metro will invoice District monthly. During the term of this Agreement, the amount invoiced will be as follows: each cardholder who uses a Trinity Metro Vehicle as recorded by Trinity Metro's ID Readers during the invoice period will be charged as a base fare per ride (\$2.00) minus a 50% discount (\$1.00) and capped monthly at the standard cost of Trinity Metro's local monthly pass, minus the 50% discount (\$40.00). All travel on fixed-route bus services and commuter rail services within Tarrant County may be eligible for the discounted rate. Payment of each invoice shall be made in full within thirty (30) days of the date of the invoice. Each invoice shall detail the ridership of each cardholder utilizing this program, including dates and number of trips.
5. MARKETING. The Parties will announce and market this program according to a plan approved by both Parties. Any use by a Party of the other Party's website, intellectual property, trademarks, service marks, or copyrights (collectively, such party's "IP") shall require, in each instance, that Party's prior written consent. Each Party's IP shall remain that Party's sole

property.

6. TERMINATION OF AGREEMENT. Either Party may terminate this Agreement by giving the other Party written notice of its intent to terminate at least ninety (90) days before the intended termination date.
7. INDEMNIFICATION. To the extent allowed by law and without waiving any governmental immunity, each Party agrees to be responsible for and hold the other Party harmless from and against any claims, demands, or lawsuits arising out of the first Party's negligence or willful misconduct. Nothing contained in this Agreement shall be construed as an expressed or implied waiver by any Party of any legal defenses including, but not limited to, the defense of governmental immunity. Nothing in the Agreement shall be construed to give rights to any person or entity that is not a party to this Agreement.
8. NOTICES. Any notice to be delivered to a party shall be transmitted by receipted overnight courier (such as Federal Express) or by certified mail, return receipt requested, to the following addresses:

To Trinity Metro:

Melissa Chrisman  
Vice President of Marketing and Communications 801 Grove St.  
Fort Worth, Texas 76102

To District:

Joseph Coburn  
Chief of District Operations 100 N. University Dr.  
Fort Worth, Texas 76107

With Copies to:

Fort Worth Independent School District  
Office of Legal Services Suite SW 172  
100 N. University Dr.  
Fort Worth, Texas 76107

Notices shall be deemed received on the earlier of actual receipt or, in the case of receipted overnight courier, the second business date after the notice was tendered to the courier. In the case of certified mail, the notice shall be deemed tendered on the earlier of actual receipt or the fifth (5<sup>th</sup>) business day after the notice was delivered to the USPS.

9. CERTIFICATIONS.
  - a. Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent that Trinity Metro and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Trinity Metro and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.
  - b. Anti-Terrorism. Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained



by the Texas Comptroller of Public Accounts. By signing this Agreement, Trinity Metro affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.

- c. Retention of Contracting Information. Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Trinity Metro agrees that the Agreement may be terminated if Trinity Metro knowingly or intentionally fails to comply with a requirement of that subchapter.
- d. Prohibition On Contracts With Companies Boycotting Certain Energy Companies. If Trinity Metro is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Trinity Metro verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- e. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. If Trinity Metro is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Trinity Metro verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

#### 10. MISCELLANEOUS.

- a. This document contains all of the terms and conditions of the agreement between Trinity Metro and the District. Any changes or additions to the Agreement must be in writing and signed by all Parties to the Agreement.
- b. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party.
- c. The headings on paragraphs in this Agreement are for reference only and do not affect any of the terms or conditions of this Agreement.
- d. Nothing in this Agreement shall be construed to limit the right of Trinity Metro to establish transit routes or perform any other lawful functions.
- e. Governing Law and Venue. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
- f. 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.

**ELECTRONIC SIGNATURE**

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

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

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT. Agreed and accepted to be effective as on the last date in the signature blocks below.

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

Trinity Metro  
Attn: Richard Andreski  
President/CEO  
801 Grove St.  
Fort Worth, TX 76102

**Fort Worth Independent School District:**

**Trinity Metro:**

\_\_\_\_\_  
Dr. Kent P. Scribner, Superintendent

\_\_\_\_\_  
Richard Andreski, President/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tobi Jackson, Board President

\_\_\_\_\_  
Jeff Davis, Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**August 23, 2022**

**TOPIC: APPROVE ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTHWEST EARLY COLLEGE HIGH SCHOOL (ECHS) AND TARRANT COUNTY COLLEGE (TCC)**

**BACKGROUND:**

This Memorandum of Understanding (MOU) between Southwest High School ECHS and Tarrant County College will continue the operation of the Early College High School (ECHS) to be operated in accordance with the legislative grant of authority for ECHS schools in Texas Education Code. The ECHS is housed at Southwest High School and Tarrant County College District (TCCD) campus in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. Early College High Schools (ECHS) are open-enrollment high schools that allow students least likely to attend college an opportunity to receive both a high school diploma and either an associate degree or at least 60 credit hours toward a baccalaureate degree.

This addendum is specific to adding a class to the existing crosswalk called *EDUC 1300* to incorporate additional support for the students as they transition into dual credit courses.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Addendum to the Memorandum of Understanding Between the Southwest Early College High School (ECHS) and Tarrant County College (TCC)
2. Decline to Approve Addendum to the Memorandum of Understanding Between the Southwest Early College High School (ECHS) and Tarrant County College (TCC)
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Tarrant County College

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Choice and Collegiate Programming  
Southwest High School ECHS

**RATIONALE:**

Approval of this Memorandum of Understanding will allow the Southwest ECHS to continue serving students least likely to attend college an opportunity to receive both a high school diploma and either an associate degree or at least 60 credit hours toward a baccalaureate degree. This addendum is specific to adding a class to the existing crosswalk called *EDUC 1300* to incorporate additional support for the students as they transition into dual credit courses.

**INFORMATION SOURCE:**

David Saenz

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
TARRANT COUNTY COLLEGE DISTRICT AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT SOUTHWEST EARLY  
COLLEGE HIGH SCHOOL**

This Amendment to Memorandum of Understanding Between Tarrant County College District and the Fort Worth Independent School District Southwest Early College High School (“Amendment”) is made a part of the Memorandum of Understanding Between Tarrant County College District and the Fort Worth Independent School District Southwest Early College High School (“MOU”) dated August 20, 2022 between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized (“District”), and Tarrant County College District (“TCCD”) acting by and through its duly authorized representative. The District and TCCD will be collectively referred to as the “Parties.”

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the MOU outlined below. As stated in Subsection 9C of the MOU, Limitations of Authority: “Neither party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD, and their respective legal advisors and Board of Trustees.” These additions and/or modifications shall be valid as if part of the original contract.

1. Exhibit A – ECHS Course Crosswalk for Early College High School is hereby deleted in its entirety and the new Exhibit A - ECHS Course Crosswalk for Early College High School attached hereto and incorporated herein fully by reference is hereby inserted in its place and stead for all purposes.
2. Subsection 13 D is added to the MOU to read, as follow:

“All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

**COLLEGE DISTRICT**

Elva LeBlanc, Ph.D.  
Interim Chancellor  
Tarrant County College  
300 Trinity Campus Circle School District  
Fort Worth, Texas 76102

**SCHOOL DISTRICT**

Kent P. Scribner, Ph.D.  
Superintendent of Schools  
Fort Worth Independent  
100 N. University Drive  
Fort Worth, Texas 76107

**With a Copy to:**

Fort Worth Independent School District  
Office of Legal Services  
100 N. University Dr. Suite SW 172  
Fort Worth, Texas 76107

No other terms or conditions of the MOU are negated or changed as a result of this Amendment.

[Signature Page Follows]

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

**FOR DISTRICT:**

*Signed:* \_\_\_\_\_



**SCHOOL DISTRICT**  
Kent P. Scribner, Ph.D.  
Superintendent of Schools  
Fort Worth Independent  
100 N. University Drive  
Fort Worth, Texas 76107

**FOR TCCD:**

*Signed:* \_\_\_\_\_

**COLLEGE DISTRICT**

Elva LeBlanc, Ph.D.  
Interim Chancellor  
Tarrant County College  
300 Trinity Campus Circle School District  
Fort Worth, Texas 76102

**SUPERINTENDENT APPROVAL**

(Required over \$25,000)

*Signed:* \_\_\_\_\_

Dr. Kent P. Scribner  
Superintendent of Schools


**APPROVED AS TO FORM:**

*Signed:* \_\_\_\_\_

Date:

Date:

**APPROVED AS TO FORM:**

*Signed:*  \_\_\_\_\_

Date: 07/27/2022

## DUAL CREDIT COURSE CROSSWALK (In Collaboration With High School Representative)

9 <sup>th</sup> Grade		10 <sup>th</sup> Grade		11 <sup>th</sup> Grade		12 <sup>th</sup> Grade		
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	*Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	Ethnic Studies	Ethnic Studies	US History	US History	*Government	Economics
	Physics	Physics	Biology	Biology	Chemistry	Chemistry		
College					<input type="checkbox"/> *ENGL 1301 (PEIMS CODE: 03220300)	<input type="checkbox"/> *ENGL 1302 (PEIMS CODE: 03220400)		
	<input type="checkbox"/> SPCH 1321 (PEIMS CODE: 13009900)  <input type="checkbox"/> SPAN 1411 (PEIMS CODE: 03440100)  <input type="checkbox"/> KINE 1164 (PEIMS CODE: PES00052)  <input type="checkbox"/> KINE 1304 (PEIMS CODE: 03810100)  <input type="checkbox"/> EDUC 1300 (PEIMS CODE: 13014400)	<input type="checkbox"/> SPAN 1412 (PEIMS CODE: 03440200)	<input type="checkbox"/> SPCH1315 (PEIMS CODE: 03240900) or <input type="checkbox"/> SPCH 1321 (PEIMS CODE)  <input type="checkbox"/> KINE 1164 (PEIMS CODE: PES00052)	<input type="checkbox"/> ARTS 1301 (PEIMS CODE: 03500110) or <input type="checkbox"/> MUSI 1306 (PEIMS CODE) or <input type="checkbox"/> DRAM1310 (PEIMS CODE)  <input type="checkbox"/> Electives (PEIMS CODE)	<input type="checkbox"/> *HIST 1301 (PEIMS CODE: 03340100)  <input checked="" type="checkbox"/> Electives (PEIMS CODE)	<input type="checkbox"/> *HIST 1302 (PEIMS CODE: 03340100)  <input type="checkbox"/> *GOVT 2305 (PEIMS CODE: 03330100)  <input type="checkbox"/> *MATH 1342 (PEIMS CODE: 03101100) or <input type="checkbox"/> *MATH 1314 (PEIMS CODE: A3100101) or <input type="checkbox"/> *MATH 1332 (PEIMS CODE)  <input type="checkbox"/> Electives (PEIMS CODE)	<input type="checkbox"/> *ENGL 2322 (PEIMS CODE: 03220400) or <input type="checkbox"/> *ENGL 2323 (PEIMS CODE: 03220400) or <input type="checkbox"/> *ENGL 2327 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2328 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2332 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2333 (PEIMS CODE)  <input type="checkbox"/> *CHEM 1411 (PEIMS CODE: 03040000) or  <input checked="" type="checkbox"/> PHYS 1401 (PEIMS CODE: 03040000) or  <input type="checkbox"/> GEOL 1401 (03060200)	<input type="checkbox"/> *CHEM 1412 (PEIMS CODE: 03050000) or  <input type="checkbox"/> PHYS 1402 (PEIMS CODE: 03050000) or  <input type="checkbox"/> *MATH 2412 (PEIMS CODE: A3100102)  <input type="checkbox"/> Electives (PEIMS CODE)  <input type="checkbox"/> GEOL 1445 (03030000)
					112		<input type="checkbox"/> *GOVT 2306 (PEIMS CODE: 03380002)	<input type="checkbox"/> *PSYC 2301 (PEIMS CODE)

							03350100) or <input type="checkbox"/> *SOCI 1301 (PEIMS CODE) or <input type="checkbox"/> ECON 2301 (PEIMS CODE)
*TSI Passing Score Required (PEIMS CODE)	Two Lab Science Options dependent on College Major - <input type="checkbox"/> BIOL 1408 (PEIMS CODE), <input type="checkbox"/> BIOL 1409 (PEIMS CODE), or <input type="checkbox"/> BIOL 1406 (PEIMS CODE), <input type="checkbox"/> BIOL 1407 (PEIMS CODE), or <input type="checkbox"/> BIOL 2401 (PEIMS CODE), <input type="checkbox"/> BIOL 2402 (PEIMS CODE)						
<b>The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.</b>							



**CONSENT AGENDA ITEM**

**BOARD MEETING**

**August 23, 2022**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH TARRANT COUNTY COLLEGE DISTRICT FOR ADULT EDUCATION COURSES AS A PART OF THE FAMILY CENTRIC INITIATIVE**

**BACKGROUND:**

This Memorandum of Understanding with Tarrant County College District (TCCD) will provide adult education courses at two (2) elementary schools. Eastern Hills Elementary School and Oakhurst Elementary School received a grant, through the Rainwater Charitable Foundation, that focused on improving family engagement on their campuses. Implementation of this initiative was rolled out during the 2019 - 2020 school year and has continued through the 2020 - 2021 and the 2021 - 2022 school year. The initiative will continue through the 2022 - 2023 school year, beginning September 1, 2022. Tarrant County College provided adult education courses to support completion of the High School Equivalency Exam and English as a Second Language Competency Preparation. Both campuses also dedicated a space for parent rooms that fostered support for parents and to encourage volunteerism.

Fort Worth ISD and Tarrant County College District mutually support continuing this initiative at both schools. Participation is voluntary with no out-of-pocket expense to the adult student. The partnership would now be supported through grants underwritten by the Rainwater Charitable Foundation and the Texas Workforce Solutions.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Tarrant County College District for Adult Education Courses as a Part of the Family Centric Initiative
2. Decline to Approve Memorandum of Understanding with Tarrant County College for Adult Education Courses as a Part of the Family Centric Initiative
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

No Cost                                Partnership supported through TCCD grants underwritten by the Rainwater Charitable Foundation and Texas Workforce Solutions (TWS). Funds are provided directly from Rainwater and TWS to TCCD.

**COST:**

No Cost

**VENDOR:**

Tarrant County College District

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Eastern Hills Elementary School  
Oakhurst Elementary School  
Fort Worth ISD Parent Partnerships

**RATIONALE:**

This agreement will allow campuses to provide more effective methods of support that parents may need to increase their volunteerism, leadership skills and participation in other parent programming activities. Their goal is to increase positive collaboration between parents, students and school staff on the campus.

**INFORMATION SOURCE:**

Cherie Washington

**INSTRUCTIONAL AGREEMENT**  
**BETWEEN**  
**TARRANT COUNTY COLLEGE DISTRICT**  
**AND THE**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**ADULT EDUCATION**  
**STATE OF TEXAS**

This Agreement (herein so called) is made and entered into as of **September 1, 2022**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and the **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district (referred to herein as "SCHOOL DISTRICT") COLLEGE DISTRICT and SCHOOL DISTRICT may be collectively referred to as the "Parties" or individually as a "Party."

This Agreement for programmatic purposes, may be renewed annually in writing contingent upon funding and program outcomes.

**I. PURPOSE**

The purpose of this Agreement between COLLEGE DISTRICT, specifically the Trinity River Campus and the SCHOOL DISTRICT is to clarify the role and responsibilities of each Party in providing educational services to empower and promote economic self-sufficiency for the community.

**II. DUTIES OF THE COLLEGE DISTRICT**

The COLLEGE DISTRICT will provide:

- A. Educational and related services to residents of Tarrant County and/or surrounding community. Services may include but not limited to:
  - 1. English High School Equivalency (HSE), and English as Second Language (ESL) Levels 1 and 2 competency preparation at:
    - a. Oakhurst Elementary School, 2700 Yucca Ave, Fort Worth, TX 76111; Monday and Wednesday 10:00 a.m. - 1:00 p.m., Tuesday and Thursday 6:00 p.m. - 9:00 p.m. Starting 9/5/22.
    - b. Eastern Hills Elementary School 5917 Shelton Street, Fort Worth, TX 76112; Tuesday and Thursday 10:00 am - 1:00pm, Monday and Wednesday 6:00 p.m. - 9:00 p.m. Starting 9/5/22.
    - c. These courses are modified from our traditional quarterly offerings to be 96-hour courses offered each semester rather than 48-hour courses offered each quarter.
  - 2. Academic and vocational assessments, including pre- and post-assessments.
  - 3. Share campus resources, inform students about career pathways and certificate programs, and
  - 4. Interface with other campus-based activities and services.
- B. Registration, administration, and evaluation of courses.
- C. College District has acquired philanthropic funding to fully support this partnership. English HSE and ESL Levels 1-2 will be funded by the COLLEGE DISTRICT's Texas Workforce Solution. Adult Education and Literacy (AEL) Grant. Funding from the AEL Grant will be distributed to the COLLEGE DISTRICT once students complete their onboarding paperwork.

- D. A COLLEGE DISTRICT certificate of completion to each student upon successful completion of an entire course/program of study.

### **III. DUTIES OF THE SCHOOL DISTRICT**

The SCHOOL DISTRICT WILL PROVIDE:

- A. A minimum enrollment is fifteen (15) students per class with a maximum enrollment of thirty (30) students.
- B. Adequate space meeting ADA requirements, and access to facilities for training and related services.
- C. Assistance with technical support, as needed, of the learning center at space provided.
- D. Staff assistance for planning and recruitment of students for programs and services.
- E. Staff support for case management and job placement assistance.
- F. Any other support services which SCHOOL DISTRICT is able and willing to reasonably provide that will enhance participant support services and contribute to successful program implementation.
- G. Support services to include student learning materials, supplies, and incentives where existing funding permits or upon receipt of funding for such services during the period covered by this agreement.
- H. Input regarding training curriculum and customer satisfaction evaluation of COLLEGE DISTRICT services.
- I. Staff assistance to work with COLLEGE DISTRICT to pursue grant funding and other fundraising options to continue providing services at no cost to residents.
- J. SCHOOL DISTRICT shall provide reasonable and customary building services, including but not limited to utilities, Wi-Fi, and custodial services.
- K. There shall be no charge to COLLEGE DISTRICT for any of these services or for the use of the facilities: however, any costs associated with, but not limited to, damages to equipment and/or facilities by a COLLEGE DISTRICT employee, agent, or contractor will be the sole responsibility of COLLEGE DISTRICT.
- L. SCHOOL DISTRICT shall be responsible for required criminal background checks (SCHOOL DISTRICT system) of all personnel related to the Services provided under this agreement, whether SCHOOL DISTRICT, COLLEGE DISTRICT, or contract custodial. Charges associated with such background checks will be borne by SCHOOL DISTRICT.

### **IV. GENERAL GUIDELINES**

- A. Services provided may be altered or discontinued by either Party due to loss or decrease in grant funding.
- B. This Agreement may be amended by a written document approved in the same manner as the original agreement.
- C. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.

D. In order for COLLEGE DISTRICT to offer Continuing Education Units to students of SCHOOL DISTRICT, the COLLEGE DISTRICT must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the COLLEGE DISTRICT must be able to demonstrate it is in control of the curriculum and the instructor with “control” taken to mean the COLLEGE DISTRICT must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

**V. TERM**

This Agreement is effective from September 1, 2022 (the “Effective Date”) and expires on August 31, 2023. This Agreement may be renewed for up to four (4), one (1) year terms, upon mutual written agreement of the Parties.

**VI. TERMINATION**

Either Party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this agreement is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

**VII. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each Party shall maintain control over its own employees and agents.
- B. No Party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers, or employees as a result of entering into this Agreement.
- C. This Agreement shall not benefit or obligate any person or entity who is not a party. The Parties shall cooperate fully in opposing any attempt by any third party to claim and benefit, protection or other consideration under this Agreement.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT  
Elva LeBlanc, Ph.D.  
Acting Chancellor  
Tarrant County College  
300 Trinity Campus Circle Fort Worth, TX 76102

SCHOOL DISTRICT  
Cherie Washington, Ed.D.  
Chief of Student Support Services  
Fort Worth ISD  
100 N. University Drive Fort Worth, TX 76107

[Signature Page Follows]

Executed as of September 1, 2022, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Elva LeBlanc, Ph.D.  
Acting Chancellor, Tarrant County College

By \_\_\_\_\_  
Kent Scribner, Ph.D.  
Superintendent, Fort Worth ISD

  
07/28/22

\_\_\_\_\_  
School Board President  
Fort Worth Independent School District

*Implemented June 2022*

**INSTRUCTIONAL AGREEMENT**  
**BETWEEN**  
**TARRANT COUNTY COLLEGE DISTRICT**  
**AND THE**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**ADULT EDUCATION**  
**STATE OF TEXAS**

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**I. PURPOSE**

The purpose of this Agreement between COLLEGE DISTRICT, specifically the Trinity River Campus and the SCHOOL DISTRICT is to clarify the role and responsibilities of each Party in providing educational services to empower and promote economic self-sufficiency for the community.

**II. DUTIES OF THE COLLEGE DISTRICT**

The COLLEGE DISTRICT will provide:

- A. Educational and related services to residents of Tarrant County and/or surrounding community. Services may include but not limited to:
  - 1. Spanish High School Equivalency (HSE), and English as Second Language (ESL) Levels 3-5 competency preparation at:
    - a. Oakhurst Elementary School, 2700 Yucca Ave, Fort Worth, TX 76111; Monday and Wednesday 10:00 a.m. - 1:00 p.m., Tuesday and Thursday 6:00 p.m. - 9:00 p.m. Starting 9/5/22.
    - b. Eastern Hills Elementary School 5917 Shelton Street, Fort Worth, TX 76112; Tuesday and Thursday 10:00 am - 1:00pm, Monday and Wednesday 6:00 p.m. - 9:00 p.m. Starting 9/5/22.
    - c. These courses are modified from our traditional quarterly offerings to be 96-hour courses offered each semester rather than 48-hour courses offered each quarter.
  - 2. Academic and vocational assessments, including pre- and post-assessments.
  - 3. Share campus resources, inform students about career pathways and certificate programs, and
  - 4. Interface with other campus-based activities and services.
- B. Registration, administration, and evaluation of courses.
- C. College District has acquired philanthropic funding to fully support this partnership. Spanish HSE and ESL Levels 3-5 will be funded through a grant from the Rainwater Foundation to the COLLEGE DISTRICT. These funds will be paid directly to the COLLEGE DISTRICT and the SCHOOL DISTRICT will not be billed. Funding from the Rainwater Foundation will be distributed to the COLLEGE DISTRICT at the start of the academic year.

- D. A COLLEGE DISTRICT certificate of completion to each student upon successful completion of an entire course/program of study.

### **III. DUTIES OF THE SCHOOL DISTRICT**

The SCHOOL DISTRICT WILL PROVIDE:

- A. A minimum enrollment is fifteen (15) students per class with a maximum enrollment of thirty (30) students.
- B. Adequate space meeting ADA requirements, and access to facilities for training and related services.
- C. Assistance with technical support, as needed, of the learning center at space provided.
- D. Staff assistance for planning and recruitment of students for programs and services.
- E. Staff support for case management and job placement assistance.
- F. Any other support services which SCHOOL DISTRICT is able and willing to reasonably provide that will enhance participant support services and contribute to successful program implementation.
- G. Support services to include student learning materials, supplies, and incentives where existing funding permits or upon receipt of funding for such services during the period covered by this agreement.
- H. Input regarding training curriculum and customer satisfaction evaluation of COLLEGE DISTRICT services.
- I. Staff assistance to work with COLLEGE DISTRICT to pursue grant funding and other fundraising options to continue providing services at no cost to residents.
- J. SCHOOL DISTRICT shall provide reasonable and customary building services, including but not limited to utilities, Wi-Fi, and custodial services.
- K. There shall be no charge to COLLEGE DISTRICT for any of these services or for the use of the facilities: however, any costs associated with, but not limited to, damages to equipment and/or facilities by a COLLEGE DISTRICT employee, agent, or contractor will be the sole responsibility of COLLEGE DISTRICT.
- L. SCHOOL DISTRICT shall be responsible for required criminal background checks (SCHOOL DISTRICT system) of all personnel related to the Services provided under this agreement, whether SCHOOL DISTRICT, COLLEGE DISTRICT, or contract custodial. Charges associated with such background checks will be borne by SCHOOL DISTRICT.

### **IV. GENERAL GUIDELINES**

- A. Services provided may be altered or discontinued by either Party due to loss or decrease in grant funding.
- B. This Agreement may be amended by a written document approved in the same manner as the original agreement.
- C. All copyrighted or licensed materials used in this training and assessment program may not be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, storage in an information retrieval system or otherwise without the prior written permission of copyright or license holder.
- D. In order for COLLEGE DISTRICT to offer <sup>121</sup>Continuing Education Units to students of SCHOOL



DISTRICT, the COLLEGE DISTRICT must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the COLLEGE DISTRICT must be able to demonstrate it is in control of the curriculum and the instructor with “control” taken to mean the COLLEGE DISTRICT must have the authority to establish the curriculum, to approve/disapprove any instructor(s) and to cause an instructor to be removed from the teaching and learning environment. Signature of the undersigned indicates the agreement with and the acceptance of these requirements.

## **V. TERM**

This Agreement is effective from September 1, 2022 (the “Effective Date”) and expires on August 31, 2023. This Agreement may be renewed for up to four (4), one (1) year terms, upon mutual written agreement of the Parties.

## **VI. TERMINATION**

Either Party may, during the term of this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intention to terminate. If this agreement is terminated during an academic term, students enrolled under this MOU will be allowed to finish their coursework.

## **VII. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall not serve to create a principal-agent relationship, partnership, or joint venture. Each Party shall maintain control over its own employees and agents.
- B. No Party waives or relinquishes any immunity or defense on behalf of itself, its agents, trustees, officers, or employees as a result of entering into this Agreement.
- C. This Agreement shall not benefit or obligate any person or entity who is not a party. The Parties shall cooperate fully in opposing any attempt by any third party to claim and benefit, protection or other consideration under this Agreement.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT  
Elva LeBlanc, Ph.D.  
Acting Chancellor  
Tarrant County College  
300 Trinity Campus Circle Fort Worth, TX 76102

SCHOOL DISTRICT  
Cherie Washington, Ed.D.  
Chief of Student Support Services  
Fort Worth ISD  
100 N. University Drive Fort Worth, TX 76107

[Signature Page Follows]

Executed as of September 1, 2022, by COLLEGE DISTRICT, signed by its Chancellor and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement.

TARRANT COUNTY COLLEGE DISTRICT

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Elva LeBlanc, Ph.D.  
Acting Chancellor, Tarrant County College

By \_\_\_\_\_  
Kent Scribner, Ph.D.  
Superintendent, Fort Worth ISD

AA  
07/28/22

\_\_\_\_\_  
School Board President  
Fort Worth Independent School District

*Implemented June 2022*



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Fort Worth ISD**

**AND Tarrant County College**

**Adult Education Site Contract**  
Effective for the time period beginning in September 1, 2022 and ending June 30, 2023 for the Tarrant County Adult Education and Literacy Consortium

**PURPOSE**

The purpose of this MOU is to establish the terms and conditions under Workforce Solutions for Tarrant County (WSTC) and the Tarrant County Adult Education and Literacy Consortium (TCAELC) partners which will meet the statement of responsibilities for each of the parties outlined in this agreement.

Workforce Solutions for Tarrant County serves the needs of businesses and residents in Tarrant County, and administer funds for education and occupational training received from the Texas Workforce Commission and the U.S. Department of Labor, Education and Training Administration. The Tarrant County Adult Education and Literacy Consortium partners include Workforce Solutions for Tarrant County (WSTC), Arlington Independent School District (AISD), Arlington Public Library, Fort Worth Independent School District (FWISD), Tarrant County College (TCC), Tarrant Literacy Coalition, and The Learning Center of North Texas (Link-ED). TCAELC is to provide adult education services and programs to improve self-sufficiency for Tarrant County residents.

Site locations serving Adult Education and Literacy students must comply in agreement to the terms and conditions outlined by WSTC and the TCAELC providers.

**SERVICES**

Services provided by the adult education and literacy provider have been outlined to provide one or all of the following:

- Adult Basic Education (ABE) grade level 0-8.9 Literacy
- Adult Secondary Education (ASE/High School Equivalency) grade level 9-12
- English as a Second Language (ESL) and Citizenship
- Transition Classes
- Career Pathways
- Site-based Workplace Literacy
- Hiring of staff and compensation coverage including method of payment (instructors, site facilities and aides)
- Instructional supplies and materials including textbooks and technology or software
- Student intake, assessments, and record keeping
- Development and distribution of outreach and recruitment materials
- Assessment and instructional support for persons with Learning Differences or Disabilities.

Services provided by the partner contract site will include the following:

- Adequate office and classroom space. Classroom space with WIFI capability and electrical outlets sufficient for computing devices is preferred. Optional instructional materials are whiteboards, chalk boards, and other materials associated with these.



- Assist in the promotion of adult education services to the community to enhance student enrollment.

### **TERMS AND CONDITIONS**

To establish the maintenance of all classes the following terms and conditions will be followed by **TCAELC to the partner site location (s)**. This MOU may be terminated without cause by either party with written notice to the address listed above by mail (certified or hand delivery) within thirty (30) days.

#### **I. Staffing:**

- a. Adult Education and Literacy (AEL) instructors must hold a Bachelor's Degree: valid Texas Teacher Certificate is preferred
- b. All staff members will meet minimum job qualifications and comply with professional development training as required by the Texas Workforce Commission.
- c. All instructional staff will be screened and selected by the AEL service provider. AEL service providers are as follow: AISD, Arlington Public Library, FWISD and TCC.

#### **II. Enrollment and Retention:**

- a. Students 19 years of age or older, not currently enrolled in school; 17 and 18 year olds may be admitted only with official Texas Education Agency (TEA) letter of withdrawal from their respective school districts and with their parent permission. For homeless 17 and 18 year olds, a written Self Attestation Letter must be provided stating living situation and eligibility.
- b. Student social security number or other official form of ID.
- c. Student recruitment will be in cooperation with city organizations, workforce centers, community based organizations, faith based organizations, area schools and Workforce Solutions for Tarrant County Communications and Marketing Department.
- d. Equal opportunity is provided by WSTC and TCAELC for all students who participate in adult education programs in accordance to the Civil Rights Act of 1964, Title VII. Students cannot be discriminated based on race, color, religion, sex or country of origin. Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA) prohibiting the discrimination against individuals with disabilities.
- e. A minimum of 20 students must be identified to establish a class along with a minimum average class attendance of 15 students must be maintained on a monthly basis.
- f. Classes having less than the required minimum average class attendance per month may be closed within one (1) month. For consideration to avoid class closure, written justification documenting evidence of improved attendance is acceptable.
- g. No student tuition or fees shall be charged for adult education as a condition for membership and participation in class.

#### **III. Record Keeping and Reporting:**

- a. All student enrollment information, progress records and student books will be kept in a secured location to prevent the release of Personal Identifiable Information (PII).
- b. The Instructor will submit the student records and reports as required by WSTC on TEAMS. Additional documentation must be kept secured and available for monitoring:
- c. Student Portfolios
- d. Student Enrollment Forms
- e. Student Attendance Records
- f. Monthly Class Attendance Report



**PROGRAM SUPERVISION:**

Monitoring, coordination, and supervision of the program and staff will be the responsibility of each TCAELC partner in compliance with all pertinent TWC regulations and guidelines. Each site is to be monitored once per quarter of the current fiscal year. Copies of the site monitoring report will be provided to the Site Location and WSTC. Originals are to be held at the Service Provider administration office location.

**FUNDING:**

Notwithstanding anything provided to the contrary, it is understood and agreed that the anticipated services under this agreement are limited and expressly subject to the availability and receipt of funds by WSTC from TWC.

**MISCELLANEOUS:**

The construction, interpretation and enforcement of this MOU shall be governed the laws of the State of Texas. Either party may cancel this agreement within a thirty (30) day notice.

**SIGNATURES:**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Executed this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Print: <u>Elva LeBlanc, Ph.D., Acting Chancellor</u> <small>Authorized TCAELC Partner/Title</small>	_____ Signature
E-Mail Address: <u>chancellors.office@tccd.edu</u>	
Telephone (817) <u>515</u> - <u>5201</u> Fax ( ) _____ - _____	<small>Please Print</small>
Mailing Address of TCAELC Partner: <u>300 Trinity Campus Cir. Fort Worth Texas 76102</u>	
<small>Street</small>	<small>City</small> <small>State</small> <small>Zip Code</small>

Print: <u>Kent Scribner, Ph.D., Superintendent</u> <small>Authorized Site Contract Representative/Title</small>	_____ Signature
E-Mail Address: _____	
Telephone ( ) _____ - _____ Fax ( ) _____ - _____	<small>Please Print</small>
Mailing Address of Site Provider: <u>100 N. University Dr. Fort Worth TX 76107</u>	
<small>Street</small>	<small>City</small> <small>State</small> <small>Zip Code</small>

  
07/28/2022

Acknowledged Receipt of copy:

Print: _____ <small>Authorized Workforce Solutions for Tarrant County Representative</small>	_____ Signature
E-Mail Address: _____	
Telephone ( ) _____ - _____ Fax ( ) _____ - _____	<small>Please Print</small>
Mailing Address of WSTC: <u>1320 S. University Drive Suite 600, Fort Worth, TX 76107</u>	
<small>Street</small>	<small>City</small> <small>State</small> <small>Zip Code</small>

Print: \_\_\_\_\_  
Authorized Site Contract Representative/Title \_\_\_\_\_  
Signature

E-Mail Address: \_\_\_\_\_

Telephone: 817-814-1920

Mailing Address of Site Provider: 100 North University Dr. Fort Worth TX 76107  
Street City State Zip Code

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING FOR CHILDREN PARTICIPATING IN PRESCHOOL PROGRAMS**

**BACKGROUND:**

This Memorandum of Understanding (MOU) is renewed each year pursuant to Code 34§CFR 300.124(a) to ensure students transition from early intervention programs assisted under Part C of the Individuals with Disabilities Education Act (IDEA) to services provided by Fort Worth Independent School District (Fort Worth ISD) Part B with no interruption of services. Fort Worth ISD is responsible for services to children with disabilities ages three (3) to 21, as required by Part B of IDEA. The MOU provides for the implementation of a seamless model of services from the agency outlined in IDEA Part C to the Local Education Agency (LEA) IDEA Part B. Fort Worth ISD is also responsible for providing information to the out of district agency regarding all children under age three (3) suspected of having a disability and discovered through the Child Find Process. The MOU is approved annually by the Board.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding for Children Participating in Preschool Programs
2. Decline to Approve Memorandum of Understanding for Children Participating in Preschool Programs
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding for Children Participating in Preschool Programs

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

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Early Childhood Intervention (ECI)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All of Fort Worth ISD Elementary Campuses District - Wide.

**RATIONALE:**

The Memorandum of Understanding annual approval by the Board is necessary to ensure compliance of federal guidelines under IDEA and Texas Education Code 34 CFR§ 300.124(a).

**INFORMATION SOURCE:**

Marcey Sorensen



# MEMORANDUM OF UNDERSTANDING

## FORT WORTH ISD / SSA and ECI of North Central Texas 2022-2023

### Overview:

Pursuant to 34 CFR §300.124(a), for each child enrolled in an Early Childhood Intervention (ECI) program assisted under IDEA Part C, and who will participate in preschool programs assisted under IDEA Part B, the ECI and the Local Education Agency (LEA) are responsible for ensuring a smooth and effective transition to those preschool programs.

### Purpose:

While the eligibility requirements for ECI programs may not be the same as the eligibility requirements for LEAs, this Memorandum, as adopted by each agency, provides for the implementation of a seamless model of services from ECI (IDEA Part C) to LEA (IDEA Part B) services for eligible children.

This Memorandum sets forth the intention of the ECI(s) and LEA(s) to work together to ensure this seamless transition occurs. Attached is a detail of ECI and LEA responsibilities, including statutory requirements, in accomplishing this objective. Revisions to the memorandum and detailed responsibility attachment will be developed as needed to reflect major agency reorganizations or statutory changes that affect the agencies and/or their responsibilities.

### Terms of Agreement:

This Memorandum will be effective for the 2022-23 fiscal year (September 1, 2022 through August 31, 2023); and may be expanded, modified, or amended, as needed, at any time by the unanimous consent of the signatory agencies.

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## I. Deaf or Hard of Hearings (D/HH) and/or Visual Impairments (VI)

D/HH/VI ECI	D/HH/VI LEA
<p>1. Will be the lead agency responsible for services available as per Part C to all infants and toddlers with disabilities, birth through two years of age.</p> <ol style="list-style-type: none"> <li>Must develop the IFSP within 45 days of initial referral to ECI;</li> <li>Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date;</li> <li>Must attempt to reschedule missed or cancelled visits within 1 week of missed visit; and</li> <li>Will provide training of LEA personnel on D/HH/VI documentation procedures through an online website process.</li> </ol>	<p>1. Will meet all Part C requirements, including but not limited to, a family-focused process, flexible hours, full-year (year-round 52 weeks) services, time lines, and procedural safeguards for children, birth through two years of age.</p> <ol style="list-style-type: none"> <li>Must deliver new or added services to the IFSP initially within 28 calendar days of IFSP date; and</li> <li>Must document attempts to reschedule missed or cancelled visits within 1 week of missed visit.</li> <li>Requirements defined by Part C as specified definitions.</li> <li>Must make services available to families and be flexible in accommodating their schedules.</li> <li>Extended year services does not apply to Part C – Service grids should not be altered to meet staff availability.</li> </ol>
<p>2. Identifies and accesses all LEA services for children birth through two, with known or suspected deaf and/or visual concerns, including the development of an IFSP in coordination with the LEA, within 45 days of referral.</p> <ol style="list-style-type: none"> <li>Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation &amp; mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.</li> <li>TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.</li> </ol>	<p>2. As soon as possible, but in no case more than seven days, provide referrals to the local ECI program for all children under three years of age discovered through the Child Find process.</p> <ol style="list-style-type: none"> <li>Teacher of students who are D/HH (TODHH) or Teacher of students with VI (TVI) or certified orientation &amp; mobility specialist (COMS) may provide consultation that is not child-specific to ECI staff prior to obtaining a referral with a diagnosis.</li> <li>TODHH and/or TVI or COMS will provide support through technical assistance or training to assist with appropriate referrals.</li> </ol>
<p>3. Provides children from birth through 2 suspected of having D/HH and/or VI with:</p> <ol style="list-style-type: none"> <li>Assistance in accessing an evaluation by a licensed ophthalmologist or optometrist;</li> <li>Assistance in accessing an audiological evaluation by a licensed audiologist; if the audiological assessment indicates the child is D/HH, the contractor must refer the child to an otolaryngologist, as noted in c below;</li> <li>Assistance in accessing an otological examination performed by an otolaryngologist or by a licensed medical doctor with documentation that an otolaryngologist is not reasonably available;</li> <li>With parent consent, refer all children who are suspected of being D/HH and/or a VI to the LEA within 5 days for an evaluation by a TODHH and/or TVI and a COMS, whichever is appropriate;</li> <li>An invitation to the TODHH and/or TVI, as appropriate, to attend the initial and annual IFSP (Individualized Family Service Plan) meetings, and to other IFSP meetings when issues related to or affected by being D/HH and/or VI will be addressed;</li> </ol>	<p>3. Will keep a folder on each child that contains, at a minimum, the following documentation:</p> <p>Basic child and family information:</p> <ol style="list-style-type: none"> <li>Referral information;</li> <li>A copy of the eye doctor report and/or otolaryngologist and audiologist reports;</li> <li>Evaluation/assessment reports;</li> <li>The initial and subsequent IFSPs;</li> <li>Documentation that written information about the TSBVI and/or the TSD was given to and signed by parents annually, including documentation of: parent refusal to sign; contacts and IFSP meetings that were attended or missed. (Provide ECI a copy and maintain a copy in the LEA local folder.)</li> <li>For children with visual impairments, the Consent for Release of Confidential Information: Student with a Visual Impairment for TEA to release information from the January Registration of Students with Visual Impairments and, for children with deaf-blindness, permission to release information from the Deaf-Blind Child Count;</li> <li>Copies of progress reports, to be copied to ECI weekly; (A copy will be given to the parent.); and</li> <li>A copy of the Visual Impairment Supplement that addresses the expanded core curriculum and/or a</li> </ol>

D/HH/VI	LEA
<p>f. Coordinated service delivery with the LEA and other service agencies through case management, teaming meetings, and joint visits; and</p> <p>g. Paperwork that has been received and documented by the 20<sup>th</sup> of each month.</p>	<p>copy of the D/HH Supplement that addresses preferred mode of communication.</p>
<p>4. Ensures that all children are referred to the LEA of residence for evaluation and services related to a visual impairment within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> <li>a. Referral for a functional vision evaluation and learning media assessment by a Teacher of students with Visual Impairments (TVI);</li> <li>b. Referral for an Orientation and Mobility Evaluation completed by a Certified Orientation and Mobility Specialist (COMS);</li> <li>c. Invitation to initial and annual IFSP meetings through a 10-day prior written notice to the TVI and COMS, as well as other IFSP meetings when issues related to or impacted by the visual impairment will be addressed; and</li> <li>d. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about the visual impairment.</li> </ul> <p>* Services for VI included in the IFSP must be provided by a TVI and COMS.</p>	<p>4. Ensures that all children, birth through two, referred with identified or suspected visual impairments will be provided the following:</p> <ul style="list-style-type: none"> <li>a. A functional vision evaluation and learning media assessment by a TVI;</li> <li>b. An orientation and mobility evaluation completed by a Certified Orientation and Mobility Specialist;</li> <li>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by parent or ECI to the district;</li> <li>d. A TVI and a COMS to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</li> <li>e. A TVI to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meetings that address issues related to and impacted by the visual impairment. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</li> <li>f. Services by a TVI and a COMS, as specified by the IFSP;</li> <li>g. Progress notes only contain information about a specific ECI child. The LEA will email copies of the notes to the ECI designated email address (<a href="mailto:ECI.aivideos@mhmrtc.org">ECI.aivideos@mhmrtc.org</a>) using a designated naming convention in the subject line no later than one week following the day of the visit;</li> <li>h. Materials that are available through Quota Funds as specified by the IFSP; and</li> <li>i. Registration on the Annual Registration of Students with Visual Impairments; and as appropriate, on the Deaf-Blind Child Count.</li> </ul>
<p>5. Ensures that all children are referred to the LEA of residence for evaluation and services related to being D/HH within 5 days, with appropriate written referrals and notifications including the following:</p> <ul style="list-style-type: none"> <li>a. Referral for a communication evaluation, including sign language and oral language, conducted by a TODHH and Speech Language Pathologist;</li> <li>c. Invitation to initial and annual IFSP meetings through a 10- day prior written notice to the TODHH, as well as other IFSP meetings when issues related to or impacted by being D/HH will be addressed; and</li> </ul>	<p>5. Ensures that all children, birth through two, referred to the LEA with identified or suspected hearing loss will be provided the following:</p> <ul style="list-style-type: none"> <li>a. Assessments required to determine the need for services or adaptive equipment related to being D/HH;</li> <li>b. A TODHH to consult with the local ECI program IFSP team in planning all aspects of the child's assessment and to participate as a member of the interdisciplinary team to determine eligibility and to develop the IFSP;</li> <li>c. Evaluations/assessments that are completed and reports provided to the ECI program within LEA timelines from signed parent consent provided by</li> </ul>



D/HH/VI	ECI	D/HH/VI	LEA
	<p>c. Invitation to teaming meetings for purposes of consulting with the local IFSP team to provide information and recommendations about appropriate services for children who are D/HH.</p> <p>* Services for children who are D/HH included in the IFSP must be provided by a TODHH.</p>		<p>parent or by ECI to the district;</p> <p>d. A TODHH to attend as a member of the interdisciplinary team, each annual IFSP meeting, and each IFSP periodic review and associated team meeting that addresses issues related to and impacted by the child's hearing status. In some cases, attendance may be via telephone or video conference with parent consent. The LEA may provide written request to waive the 10-day attendance notice;</p> <p>e. Services by a TODHH, as specified by the IFSP;</p> <p>f. Progress notes that do not contain information about any other children. The LEA will email copies of the notes to the ECI designated email address (<a href="mailto:ECI.aivdocs@mhmrtc.org">ECI.aivdocs@mhmrtc.org</a>) no later than one week following the day of the visit.</p> <p>g. Necessary instructional support to ensure that communication options along the continuum are considered, including American Sign Language (ASL), English based sign systems, and/or Listening and Spoken Language; and</p> <p>h. Information about Deaf culture, Deaf mentors, and all educational options, including TSD.</p>
6. Ensures that notification of initial, periodic review, and annual IFSP meetings are sent to the TODHH and/or TVI 10-days prior to IFSP meeting. If no response comes from LEA of residence, issues related to or affected by being D/HH and/or VI will not be addressed at that scheduled IFSP meeting. A later periodic review meeting will be scheduled in order to address issues related to or affected by being D/HH and/or VI with the TODHH and/or TVI present.	6. Ensures that the TODHH and/or TVI will respond in writing to the 10-day prior written notice of the initial, periodic review, and annual IFSP meetings, to indicate the intention to attend or not attend or the need to reschedule.		
7. Ensures that TODHH and/or TVI will have the opportunity to review IFSP periodic reviews developed during unattended meetings. In the case of disagreement with IFSP changes, the TODHH and/or TVI must request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP.	7. Ensures that the TODHH and/or TVI will review and sign IFSP periodic reviews developed during unattended meetings. TODHH and/or TVI will request in writing that the IFSP team reconvene within five days of receipt of the revised IFSP if they see a need for additional discussion or changes in recommendations.		
8. Ensures that all families referred for services receive all rights and procedural safeguards as outlined in Part C.	8. Ensures that all families receiving services for D/HH and/or VI will be provided with specific written information about TSBVI and TSD annually. This action is to be documented in the child's folder at the LEA, typically by a receipt document or an assurance statement.		
9. No Additional Requirements	9. Ensures that each LEA will enroll all children, birth through two years of age, with deaf and/or visual impairments who need specialized services and include them in the Public Education Information Management System (PEIMS), in accordance with current LEA enrollment regulations for birth to 3.		
10. No Additional Requirements	10. Ensures that each LEA will cooperate fully with all complaint investigations conducted under Part C or the Family Educational Rights and Privacy Act (FERPA) and all data collection efforts to the extent permitted by law.		

D/HH/VI	ECI	D/HH/VI	LEA
	11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.		11. Recognizes that the IFSP and IFSP team meeting will replace the individualized education program (IEP) and the admission, review and dismissal (ARD) committee for children birth through two with deaf and/or visual impairments.
	12. No Additional Requirements		12. Recognizes that D/HH/VI children birth through age two with deaf and/or visual impairments will also follow transition process and timelines through the LEA of residence, as outlined.

## II. Transition Process

Transition	ECI	Transition	LEA
	<p>1. Between child's age of 27-33 months, strategies addressing transition must be included in the IFSP. The IFSP must include the steps ECI will take to assist the family in preparing their child for transition, which may be referred to:</p> <ul style="list-style-type: none"> <li>• Other services that may be available, if appropriate.</li> <li>or</li> <li>• Early Childhood Special Education;</li> </ul>		<p>1. LEAs will collaborate with ECI programs to support parent involvement in the transition planning process, as evidenced by:</p> <ul style="list-style-type: none"> <li>• Signature on MOU;</li> <li>• Attendance at transition conferences with sharing of information related to processes / referral / evaluation with family;</li> <li>• Preparation of agenda / script / information to be shared by ECI if an LEA representative is not present.</li> </ul>
	<p>2. Part B Potentially Eligible Notification: ECI is required to notify the LEA of children who are potentially eligible for the special education program at least 90 days before the child's 3<sup>rd</sup> birthday unless the parent opts out. ECI staff will inform the parent that opting in at a later date may impact entitlement to eligibility determination by the child's 3<sup>rd</sup> birthday. This can be done at the transition conference, in a referral packet.</p> <p>In addition, with parent's consent, ECI will send to LEA (by fax or email) the initial IFSP and the most recent progress notes.</p> <p>ECI will use the definition of potentially eligible provided by the State ECI.</p> <p><i>IFSP teams will need to consider the 13 disability categories for special education. *Texas uses the following list of disability categories to determine if a child (aged 3-21) is eligible for special education and related services:</i></p> <ul style="list-style-type: none"> <li>• Deaf or Hard of Hearing (D/HH)</li> <li>• Autism (AU)</li> <li>• Deaf-Blindness (DB)</li> <li>• Emotional Disturbance (ED)</li> <li>• Intellectual and Development Disabilities (IDD)</li> <li>• Multiple Disabilities (MD)</li> <li>• Non-Categorical Early Childhood*</li> <li>• Orthopedic Impairment (OI)</li> <li>• Other Health Impairment (OHI)</li> <li>• Learning Disability (LD)</li> </ul>		<p>2. LEA will treat the <b>Part B Potentially Eligible Notification</b> as the initial referral. LEA will work with ECI to obtain written consent to determine eligibility with a recognition that a family may determine that they do not want to proceed after the transition conference.</p>

Transition <b>ECI</b>	Transition <b>LEA</b>
<ul style="list-style-type: none"> <li>• <i>Speech Impairment (SI)</i></li> <li>• <i>Traumatic Brain Injury (TBI)</i></li> <li>• <i>Visual Impairment (VI)</i></li> </ul> <p><i>*The "Non-Categorical Early Childhood" category is not in IDEA but was added in Texas to allow preschoolers to be found eligible for special education. They do, however, still have to go through the evaluation process. In Texas, a child between the ages of 3-5 may be described as "NCEC" if he or she has been found to meet the criteria for one of the conditions below:</i></p> <ul style="list-style-type: none"> <li>• <i>Intellectual and Development Disabilities (IDD),</i></li> <li>• <i>Emotional Disturbance (ED),</i></li> <li>• <i>Specific Learning Disability (SLD), or</i></li> <li>• <i>Autism (AU).</i></li> </ul> <p><b><i>To be eligible for special education services the child must have a disability identified in one of the categories above, AND have an educational need.</i></b></p> <p><i>Teams may want to consider a child potentially eligible for special education if the child has a disability (or disabilities) that can be expected to adversely affect his/her ability to reach age-appropriate educational goals without direct or indirect support from a special education teacher, therapist, and/or other special educator. A disability can affect the educational process when it interferes with the child's ability to:</i></p> <ul style="list-style-type: none"> <li>• <i>Learn,</i></li> <li>• <i>Maintain health status required to attend and participate in school,</i></li> <li>• <i>Navigate the school environment,</i></li> <li>• <i>Make and maintain positive relationship with other children,</i></li> <li>• <i>Communicate effectively with others,</i></li> <li>• <i>Understand and process verbal instruction and/or</i></li> <li>• <i>Manage his/her own behavior.</i></li> </ul>	
<p>3. The ECI service coordinator contacts the LEA to coordinate the transition conference (face-to-face meeting). The transition conference may occur as early as nine months prior to and no later than 90 days prior to the child's 3<sup>rd</sup> birthday. ECI and LEA may designate times and dates each month for transition planning conferences. The ECI service coordinator will attend the transition conference (face-to-face meeting). ECI staff can be virtual in lieu of face to face if permissible by state rules.</p> <p><b>108.1217 (b)</b> If the parent gives approval to convene the LEA Transition Conference, the contractor must:</p> <p>(1) Meet the requirements in 34 CFR 303.342 and 303.343 which requires:</p> <p>(A) The face-to-face attendance of the parent and the service coordinator; and</p> <p>(B) At least one other ECI professional who is a member of the IFSP team who may participate through other means, such as: providing information, contributing face-to-face, or by telephone.</p> <p>ECI will invite the LEA special education director or designee 14 days before the transition conference.</p>	<p>3. Each LEA will participate in transition planning conferences arranged by the designated local ECI program with 14 days' notice (unless waived). ECI and LEA may designate times and dates each month for transition planning conferences. In Texas, the transition planning conferences are held no later than 90 days before the child's 3<sup>rd</sup> birthday. Virtual instruction is permissible in lieu of FTF for the LEA if approved through district and state guidelines.</p> <p>LEA may waive the 14-day requirement upon verbal request to convene at an earlier date.</p> <p>At the transition conference, the family will meet with the LEA contact who will: (sample agenda attached - page 13)</p> <ul style="list-style-type: none"> <li>• Discuss how eligibility is determined, the assessment process, and the ARD process</li> <li>• Discuss the continuum of services that may be available to the child should the child be determined eligible for services under Part B</li> <li>• Document the date of the transition conference, participants, and the steps discussed to determine the child's Part B eligibility.</li> <li>• Explain timelines to determining eligibility.</li> <li>• Follow up with the family as appropriate after the</li> </ul>

Transition <b>ECI</b>	Transition <b>LEA</b>
<p>If the child referred to ECI is less than 90 days prior to the child's 3rd birthday, no transition conference is required.</p>	<p>transition conference.</p> <ul style="list-style-type: none"> <li>• Inform the family that if the parent decides not to refer initially, they can still request an evaluation for special education services after the age of 3.</li> </ul>
<p>4. If the LEA representative is not available, ECI will conduct the transition meeting and provide the parent information about special education and related services, including a description of the Part B eligibility definitions, transition timelines, and the process for consenting to an evaluation and eligibility determination and extended year service, as provided by LEA.</p>	<p>4. LEA will provide the following information to ECI:</p> <ul style="list-style-type: none"> <li>• information about special education and related services, including a description of the Part B eligibility definitions;</li> <li>• transition timelines;</li> <li>• process for consenting to an evaluation;</li> <li>• eligibility determination; and</li> <li>• extended year services.</li> </ul>
<p>5. No Additional Requirements</p>	<p>5. If the child's 3<sup>rd</sup> birthday occurs during the summer, the child's ARD committee shall determine eligibility, and if appropriate, determine the date when services under the IEP will begin. The ARD committee decides when services begin on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year). (34 CFR §300.101(b)(2))</p>
<p>6. No Additional Requirements</p>	<p>6. LEA will schedule a meeting to discuss evaluation and obtain consent for evaluation prior to the child's 3<sup>rd</sup> birthday.</p> <p>The parent is provided a copy of the <u><i>Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities and a Guide to the Admission, Review and Dismissal Process</i></u> Parent signs a receipt verifying that they have received the documents and understand the contents.</p> <p>The LEA shall have procedures in place which meet the timeline requirements for evaluation and the initial ARD committee meeting for children referred during the summer. The ARD Committee decides when services begin for these children on an individual basis (i.e., immediately through Extended School Year [ESY] services or on the first day of the regular school year).</p> <p>If the LEA determines that it will <b>not</b> conduct an evaluation requested by the parent of the child, the LEA will provide the parent Prior Written Notice and a copy of the <i>Notice of Procedural Safeguards</i> of this decision within five school days of the decision. (34 CFR §300.503; 19 TAC §89.1015) and explain process for Child Find.</p> <p>With parental consent, LEA will notify ECI of decision to not conduct an evaluation.</p>
<p>7. The ECI service coordinator may attend the evaluation upon request of the child's parent. Parent consent is required for the attendance of the ECI service coordinator at the evaluation.</p>	<p>7. The LEA will conduct a full and individual evaluation (FIE) according to IDEA guidelines. (34 CFR §300.301)</p> <ul style="list-style-type: none"> <li>• The LEA will review grids, goals, and documentation from ECI to identify and then notify necessary specialists for evaluation (OT, PT,</li> </ul>

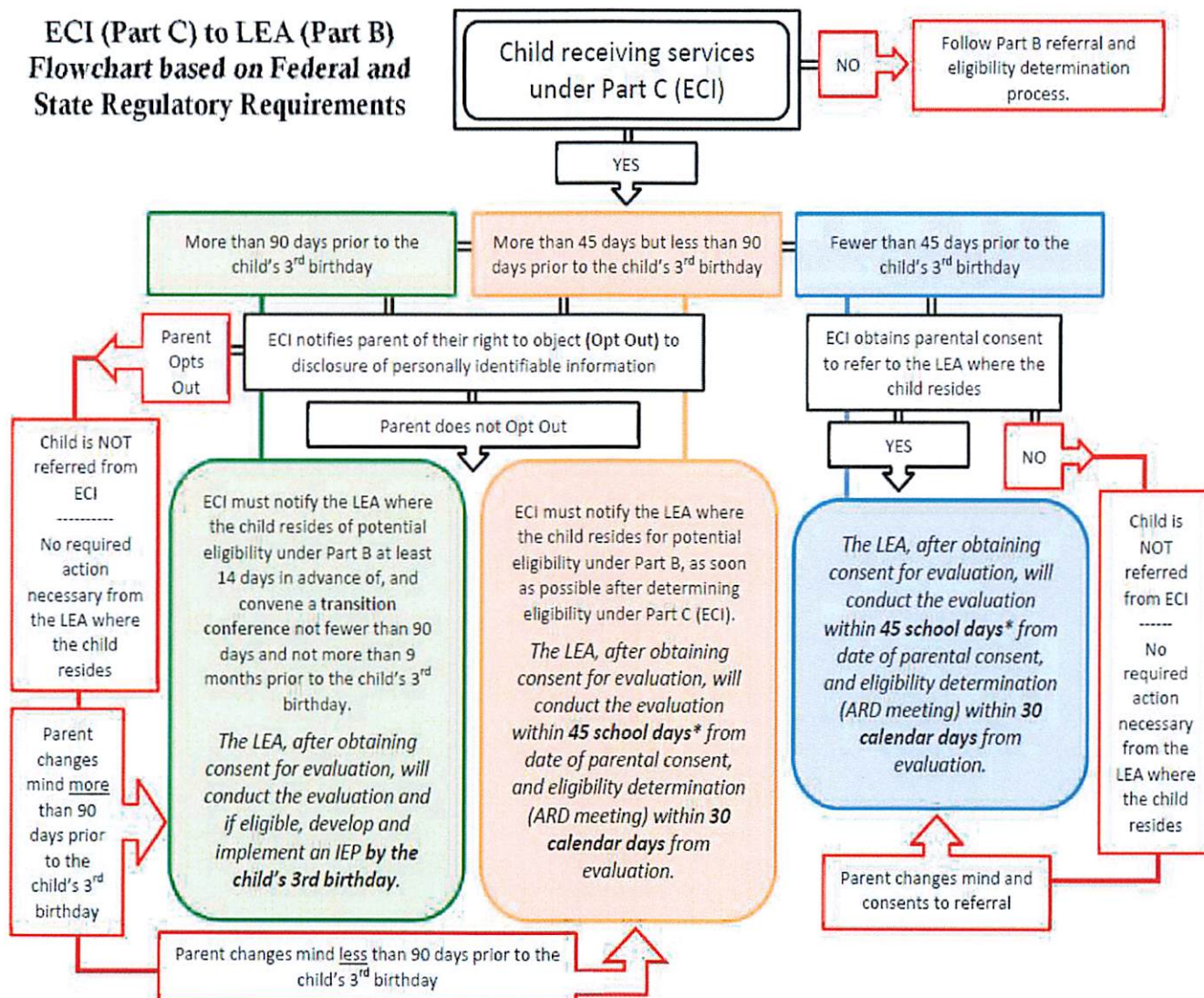
Transition <b>ECI</b>	Transition <b>LEA</b>
	<p>TOD/HH/TVI, COMS, etc.).</p> <ul style="list-style-type: none"> <li>The LEA may review and consider an outside evaluation as part of the FIE to determine eligibility for special education services under Part B.</li> </ul>
<p>8. The ECI service coordinator may be notified of the ARD meeting with parent consent.</p>	<p>8. The LEA will schedule an ARD meeting with the family to review the results of the evaluation. LEAs will invite the ECI service coordinator to the initial ARD committee meeting at the request of the parent.</p>
<p>9. The ECI service coordinator may attend the ARD meeting as requested by the parent or the LEA. Parent consent is required for the attendance of the ECI service coordinator at the request of the LEA. The ECI service coordinator is not a member of the ARD team, but is available to provide information and support.</p>	<p>9. During the ARD meeting, the evaluation results are discussed and the eligibility determination is made. If the child is determined eligible for special education services under Part B, the IEP is developed (34 CFR §300.323)</p> <ul style="list-style-type: none"> <li>The ARD committee determines placement based on the least restrictive environment (LRE), within a continuum of services in which a child's IEP goals can be achieved.</li> <li>The parent must provide consent for initial placement prior to initiation and implementation of special education services.</li> <li>The parent reserves the right to not provide consent for the initial provision of special education and related services.</li> <li>The parent reserves the right to revoke consent for special education services at any time.</li> <li>With parental consent LEA will notify ECI when the LEA refuses to initiate an evaluation or the ARD committee finds the child not eligible for special education services or parental refusal of services.</li> <li>By the 3<sup>rd</sup> birthday, an ARD meeting has convened and an IEP has been developed if the child is found eligible. (34 CFR §300.124; 34 CFR §300.101) Services are made available to students as determined by the ARD Committee.</li> </ul>
<p>10. ECI will continue to provide full IFSP services until the child's 3<sup>rd</sup> birthday.</p>	<p>10. The LEA will provide services as outlined in the IEP.</p>



### III. Procedures for Children Referred to ECI Less Than 90 Days Before the Child's 3<sup>rd</sup> Birthday

90 Days	ECI	90 Days	LEA
1.	If a child is referred to ECI 6 months to 45 days prior to child's 3 <sup>rd</sup> birthday, ECI will develop transition steps and strategies with the family at the IFSP meeting.	1.	See flowchart below
2.	If a child is referred to ECI between 90 to 45 days prior to their 3 <sup>rd</sup> birthday, ECI will make a determination of potential eligibility, as soon as possible, and will notify the LEA, unless the parent opts out. A transition conference is not required but will be attempted to be scheduled with the LEA. The LEA will be notified of the reason for the delay.	2.	See flowchart below
3.	If a child is referred to ECI fewer than 45 days before the child's 3 <sup>rd</sup> birthday, the IFSP team is not required to conduct pre-enrollment, evaluation, or IFSP. ECI will refer child directly to the LEA with written parent consent, if the child appears to be potentially eligible.	3.	See flowchart below

#### ECI (Part C) to LEA (Part B) Flowchart based on Federal and State Regulatory Requirements



\* In accordance with current State established initial evaluation timelines.

#### IV. School Action Plan

Event	LEA Action Required
1. Part B Potentially Eligible Notification	<ul style="list-style-type: none"> <li>• Document and treat as referral</li> <li>• Collaborate with parent to get consent to evaluate.</li> <li>• Assess</li> <li>• Hold ARD meeting</li> <li>• Develop IEP by 3<sup>rd</sup> Birthday</li> </ul>
2. Invitation to Transition Conference	<ul style="list-style-type: none"> <li>• Respond to invitation to transition conference</li> <li>• Attend the conference</li> <li>• Document date of conference, the participants, and the steps to determine a child's part B eligibility.</li> </ul>
3. Electronic Communication	<ul style="list-style-type: none"> <li>• Parent gives Consent</li> <li>• District employees must be ( ) public record.</li> </ul>
4. D/HH/VI Referral for Services (0-3)	<ul style="list-style-type: none"> <li>• Refer ECI to TODHH and/or TVI then:               <ol style="list-style-type: none"> <li>a. Obtain copy of Assessment Consent Form</li> <li>b. Assess</li> <li>c. Attend IFSP meeting</li> <li>d. Begin services if eligible</li> <li>e. Report progress notes for each visit to ECI on a weekly basis</li> </ol> </li> </ul>

#### V. Definitions

Word / Acronym	Definition
ARD	Admission Review and Dismissal Meeting held to determine eligibility, and if the child is eligible to put services in place through the LEA children (ages 3-21); similar to an IFSP meeting
COMS	Certified Orientation and Mobility Specialist; person certified to teach individuals with visual impairments to travel safely, confidently, and independently in their environment
D/HH	Deaf / Hard of Hearing
ECI	Early Childhood Intervention; a statewide program for families with children, birth-to-three, with disabilities and developmental delays ECI services provided in Tarrant, Denton, Ellis, Erath, Hood, Johnson, Navarro, Palo Pinto, Parker, Somervell & Wise Counties are offered through the Early Childhood Services division of My Health My Resources (MHMR) of Tarrant County
ECS	Early Childhood Services
ECSE	Early Childhood Special Education
EIS	Early Intervention Specialist; credentialed professional who meets specific educational requirements established by HHS ECI and has specialized knowledge in early childhood cognitive, physical, communication, social-emotional, and adaptive development
ESC 11	Education Service Center Region 11
ESY	Extended School Year
IDEA Part B	Individuals with Disabilities Education Act - Part B A federal program that provides grants to states to assist in providing a free appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21
IDEA Part C	Individuals with Disabilities Education Act - Part C A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth through age 2 years, and their families
IEP	Individualized Education Plan used to define services for children (ages 3-21)
IFSP	Individualized Family Service Plan as defined in 34 CFR §303.20. A written plan of care for providing early childhood intervention services and other medical, health and social services to an eligible child and the child's family when necessary to enhance the child's development.


<b>Word / Acronym</b>	<b>Definition</b>
<b>IFSP Team</b>	An interdisciplinary team that meets the requirements in 34 CFR §303.24(b) (relating to Multidisciplinary), and develops, reviews, modifies, and approves the IFSP and includes the parent, service coordinator, all ECI professionals providing services to the child, as planned on the IFSP, Teacher of students who are Deaf/Hard of Hearing (TODHH), as appropriate, and/or Teacher of students with Visual Impairments (TVI) and COMS, as appropriate
<b>LEA</b>	Local Education Agency; a term commonly used to mean a school district or charter school
<b>Limited Personally Identifiable Information</b>	The child's and the parent's names, addresses, and phone number; child's date of birth; service coordinator's name; language spoken by the child and family
<b>LRE (LEA)</b>	Least Restrictive Environment A law under IDEA that students with disabilities receive their education, to the maximum extent appropriate, with nondisabled peers and that special education students are not removed from regular classes unless, even with supplemental aids and services, education in regular classes cannot be achieved satisfactorily. [20 United States Code (U.S.C.) Sec. 1412(a)(5)(A); 34 Code of Federal Regulations (C.F.R.) Sec. 300.114.]
<b>Natural Environment (ECI)</b>	As defined in 34 CFR §303.26, natural environments are settings that are natural or typical for a same- aged infant or toddler without a disability. They may include the home or community settings and must be consistent with the provisions of 34 CFR §303.126. (What are not natural environments? Hospitals, clinics, rehab centers, therapist's offices, group home settings.)  Settings that individual families identify as natural or normal for their family, including the home, neighborhoods, and community settings in which children without disabilities participate.
<b>Part B Potential Eligibility Notification</b>	Information sent to the school to begin the referral process; similar to the former 90-day referral
<b>Prior Written Notice</b>	The school district must provide a written notice (information received in writing) whenever the school district:  <ol style="list-style-type: none"> <li>(1) Proposes to begin or change the identification, evaluation, or educational placement of a child or the provision of a free appropriate public education (FAPE) to a child; or</li> <li>(2) Refuses to begin or change the identification, evaluation, or educational placement of a child or the provision of FAPE to a child.</li> </ol> The school district must provide the notice in understandable language (34 CFR §300.503(c)).
<b>Procedural Safeguards</b>	This document gives a parent of a child with a disability a description of their legal rights, or procedural safeguards, under the Individuals with Disabilities Education Act (IDEA). Part B and Part C
<b>Receiving services</b>	Date eligibility for ECI / Part C services is determined. Note this is definition is different from the date for initiation of services for Part B
<b>RDSPD</b>	Regional Day School Program for the Deaf
<b>Service Coordinator</b>	The ECI employee or subcontractor who: <ol style="list-style-type: none"> <li>(1) Meets all applicable requirements in Subchapter C of this chapter (relating to staff qualifications);</li> <li>(2) Is assigned to be the single contact point for the family;</li> <li>(3) Is responsible for providing case management services as described in §108.405 of this title (relating to Case Management Services); and</li> <li>(4) Is from the profession most relevant to the child's or family's needs or is otherwise qualified to carry out all applicable responsibilities.</li> </ol>
<b>SPP12</b>	State Performance Plan Indicator 12 for federal data collection on Early Childhood Transition from Part C to Part B, required of LEA
<b>TEA</b>	Texas Education Agency is the state agency that oversees primary and secondary public education to provide leadership, guidance and resources to help schools meet the educational needs of all students.


Word / Acronym	Definition
TODHH	Teacher of students who are Deaf/Hard of Hearing; teacher certified to work with students who are Deaf/Hard of Hearing
Transition Conference	Face-to-face meeting with LEA, ECI, and parent; coordinated by ECI
TSBVI	Texas School for the Blind and Visually Impaired
TSD	Texas School for the Deaf
TVI	Teacher of students with Visual Impairments; a teacher certified to work with students with visual impairments
VI	Visual Impairment

**VI. Signatures**

We have reviewed and adopted this Memorandum of Understanding between Fort Worth ISD (LEA) and ECI of North Central Texas (ECI).

On behalf of Fort Worth ISD (LEA).

 Dolores Missy Heady Director, Special Education 5-19-2022  
*Signature* *Printed Name* *Title* *Date*

 Dr. Janice Carter Executive Director, Special Education 05/20/22  
*Signature* *Printed Name* *Title* *Date*

On behalf of ECI of North Central Texas:

\_\_\_\_\_  
*Signature* *Printed Name* *Title* *Date*  
 Chief of Early Childhood Services

On behalf of Fort Worth ISD (LEA) continued:

  
 Corey Golomb, Assistant Superintendent  
 Specialized Academic Support Services

  
 Alexander Athanason  
 Attorney

\_\_\_\_\_  
 Dr. Marcey Sorensen  
 Chief Academic Officer

\_\_\_\_\_  
 Dr. Kent Scribner  
 Superintendent of Schools



## VII. Sample LEA Agenda

- referenced on page 6

The Transition Conference should cover all the following:

**SAMPLE**

### LEA Agenda

1. Transition Conference
  - Informational meeting for parents to include eligibility definitions, timelines, process for consenting to an evaluation and eligibility determination, district continuum of placement options, and extended year services
  - Opportunity for parents to ask questions about transition
2. Referral Meeting
  - Documents required at referral meeting
    - ✓ Official Birth Certificate (or within 30 days)
    - ✓ Social Security Card
    - ✓ Proof of Address (i.e. electric bill, water bill, lease, etc.)
    - ✓ Affidavit of Residency may be required if parent has no household bills in their name
  - Complete referral forms
  - Sign consent for evaluation (if all information for referral is complete)
  - Schedule evaluation (when all referral documents are received)
  - Note: ECI staff may attend with consent/permission from family
3. Evaluation
  - Your child will participate in an evaluation which may include:
    - observing your child in a play setting
    - parent interview
    - activities with LEA staff
  - Schedule Admission, Review, and Dismissal (ARD) meeting
  - Note: ECI staff may attend with consent/permission from family
4. ARD Meeting
  - Review evaluation report
  - Determine eligibility for special education services\*
  - Develop Individual Education Plan (for eligible special education services)
  - Determine placement (for eligible special education services)
  - With parental consent, results of ARD meeting will be reported to ECI
  - Note: ECI staff may attend with consent/permission from family
5. Student will begin any eligible special education services on his/her third birthday, or as agreed upon during the ARD meeting.

ISD Contact Information:

Phone: 000-000-0000

\*Your child must meet the criteria for one or more of the disability categories listed below and have an educational need to be eligible for special education services:

- Deaf/Hard of Hearing
- Autism\*
- Deaf-Blindness
- Emotional Disturbance\*
- Intellectual Disabilities\*
- Multiple Disabilities
- Non-categorical early childhood ages 3 through 5\*
- Orthopedic Impairment

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- Other Health Impairment
- Specific Learning Disability\*
- Speech or Language Impairment

- Traumatic Brain Injury
- Visual Impairment

\*Non-categorical early childhood ages 3 through 5 may be used in conjunction with this disability category.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**        **APPROVE MEMORANDUM OF UNDERSTANDING WITH JUNIOR ACHIEVEMENT OF CHISHOLM TRAIL, INC. PARTNERSHIP**

**BACKGROUND:**

This Memorandum of Understanding (MOU) provides an outline to prepare students for the workforce. It is important to receive instructional and curricular feedback from local industry partners. This is a three (3) year partnership where teachers will be provided instructional resources and support for their business and career readiness courses. Additionally, students will be engaged in various career readiness events. The partnership is set to start in August of 2022 and end in August of 2025.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Junior Achievement of Chisholm Trail, Inc. Partnership
2. Decline to Approve Memorandum of Understanding with Junior Achievement of Chisholm Trail, Inc. Partnership
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Junior Achievement of Chisholm Trail, Inc. Partnership

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

No Cost                                Not Applicable

**COST:**

No Cost

**VENDOR:**

Junior Achievement of Chisholm Trail, Inc.

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Amon Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
Paul Laurence Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
Paschal High School  
Trimble Tech High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
International Newcomer Academy  
Benbrook Middle High School  
Young Women’s Leadership Academy  
Young Men’s Leadership Academy  
World Language Institute  
TCC South – 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  
Handley 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 at J. Martin Jacquet Middle School  
Wedgwood Middle School  
Leonard Middle School  
McClung Middle School

*(\*Denotes the Leadership Academy and Phalen Leadership Academy Schools.)*

**RATIONALE:**

Establishing partnerships with local industries and communities can bring their insight into the skills and qualities they seek in prospective employees and make a commitment to foster those skills and qualities in students.

**INFORMATION SOURCE:**

David Saenz





Inspiring Tomorrows™

**Junior Achievement of the Chisholm Trail, Inc.  
and  
Fort Worth Independent School District**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this 25<sup>th</sup> day of April, 2022, by and between Junior Achievement of the Chisholm Trail, Inc. ("JACT") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, ("FWISD"). JACT and FWISD may be referred to individual as the "Party" or collectively as the "Parties".

**1. Purpose**

JACT is a non-profit organization whose mission is to inspire and prepare students to succeed in a global economy. Its three pathways for success are work readiness, financial literacy, and entrepreneurship. JACT provides learning experiences and resources to education partners within its pathways for success. The purpose of this MOU is to outline the conditions, responsibilities, and services to be provided by JACT to FWISD.

**2. History**

JACT was established in Fort Worth in 1956 and is incorporated in the State of Texas. It is a federated organization engaged in an Operating Agreement with Junior Achievement USA ("JA USA"). JA USA develops award winning and relevant curriculum that aligns with state correlations in the capacity of work readiness, financial literacy, and entrepreneurship.

**3. Junior Achievement of the Chisholm Trail Responsibilities**

JACT agrees to provide curriculum, professional development training and support, and educational resources deemed appropriate by FWISD. JACT agrees to the services as referenced herein.

- Conduct outreach and recruitment to district leaders, campus administrators, and teachers.
- Provide JA information for counselors, teachers, and staff.
- Provide recommendations for the expansion of curriculum ensuring that students have equal access to programs in grades Kindergarten through 12.
- Partner with FWISD to develop new learning experiences/programs to increase exposure, exploration, and experience in various career pathways.
- Share information as appropriate.

#### 4. Fort Worth ISD Responsibilities

- Promote recommended programs within FWISD.
- Ensure planned programs are fully implemented throughout FWISD.
- Ensure completed programs are verified by teachers.
- Communicate program expectations to relevant FWISD administrators, teachers, and staff.
- Collaborate and coordinate with JACT staff to ensure the greatest impact and experience for all participating FWISD students.
- Share information as appropriate.

#### 5. Mutual Agreement

Junior Achievement of the Chisholm Trail and FWISD both agree to provide the above services detailed within this MOU. Both Parties agree, in the coordination of these service activities, to abide by federal and state guidelines regarding equal opportunity, Drug-Free Workplace, and financial reporting.

#### 6. Period of Performance/Termination

This MOU shall commence on the 25<sup>th</sup> day of April 2022 and shall remain in effect for a period of three (3) years. This MOU may be extended for additional one (1) year terms upon the mutual written agreement of both Parties. Either Party may terminate this MOU, for any or no reason, upon thirty (30) days written notice to the other Party.

#### 7. Miscellaneous Terms.

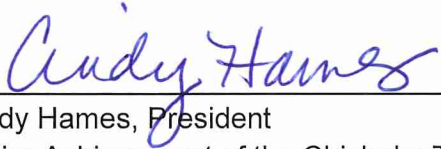
- 7.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.
- 7.2 Neither JACT or FWISD shall use the other Party's name, trademarks or other logos, or the names of any individuals involved in the Agreement in any publication of public presentation without the prior written consent of such other Party.
- 7.3 No alteration, cancellation, variation or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.
- 7.4 This document contains the entire agreement between the Parties, and neither Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto without the consent of the Parties.
- 7.5 None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict

performance of any of the terms and conditions hereof, or failure to delay exercising any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

- 7.6 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 7.7 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 7.8 Neither Party shall assign, cede, or otherwise transfer any of its rights and obligations in terms of this Agreement without the prior written consent of the other Party.
- 7.9 By signing below, each Party represents that they are authorized to execute this Agreement and that each Party is bound to all terms of the Agreement.
- 7.10 This Agreement shall only become effective and legally binding on the Parties once it has been signed by the Parties.
- 7.11 No Party shall have the right to commit the other Party to any contractual, legal or financial liability, unless said Party has received the prior agreement from the Party in writing.
- 7.12 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between the Parties. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involved the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.
- 7.13 The Parties agree that no individual shall be excluded from participation in, denied the benefits of this Agreement because of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The Parties agree to abide by the standards of responsibility toward the disabled as specified by the American Disabilities Act. If either Party refuses to comply with this provision, this Agreement may be canceled, terminated, or suspended in whole or in part by the other Party.
- 7.14 Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement.
- 7.15 Any dispute arising under this Agreement shall be resolved in accordance with the laws of the State of Texas. Venue shall be in Tarrant County, Texas.
- 7.16 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.

7.17 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.


The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, FIWSD and JACT signify that each Party understands and will comply with the conditions stated above.

  
\_\_\_\_\_  
Cindy Hames, President  
Junior Achievement of the Chisholm Trail, Inc.

Date: 4/25/2022

  
  
\_\_\_\_\_  
Daphne Rickard  
Executive Director, Career & Technical Education  
Fort Worth Independent School District

Date: \_\_\_\_\_

  
07/27/22  
\_\_\_\_\_  
Kent P. Scribner, Ph. D.  
Superintendent of Schools  
Fort Worth Independent School District

\_\_\_\_\_  
Tobi Jackson  
Board President  
Fort Worth Independent School District

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE DALLAS HOLOCAUST AND HUMAN RIGHTS MUSEUM**

**BACKGROUND:**

Fort Worth ISD (FWISD) and the Dallas Holocaust and Human Rights Museum (DHHRM) have partnered to provide educational opportunities for teachers, students, and families since the 2018 - 2019 school year. During that year, all sixth graders from the District participated in a DHHRM sponsored City-Wide Read and Performance program and another 2,000 FWISD students visited the museum. The partnership has continued in subsequent school years in the form of cost-free opportunities for FWISD classes to participate in-person field trips, virtual field trips, or education programs provided by the museum. Nearly 4,000 FWISD students, teachers, and chaperones have participated in DHHRM programs since the start of the 2019 - 2020 school year.

The partnership proposed for the 2022 - 2023 school year creates an opportunity for a minimum of 3,000 K-12 FWISD students, teachers, and chaperones to experience the museum via virtual and in-person grade-level band programming as outlined in Appendices I, II and III of the MOU:

- Appendix I- Virtual or On-Campus Education Programs (K-5)
- Appendix II- Virtual Field Trips (5-12)
- Appendix III- In-Person Field Trips (6-12)

The field trips and programs were designed by the Texas Education Agency (TEA) certified Museum Educators. They are Texas Essential Knowledge and Skills (TEKS) aligned, interdisciplinary, and supportive of student social and emotional learning needs. This Memorandum of Understanding (MOU) outlines the responsibilities under the partnership and establishes parameters for planning and logistics.

Per figures stated in the MOU, the museum places a total estimated monetary value of \$18,000 on the virtual tours and education programs.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
2. Decline to Approve Memorandum of Understanding with the Dallas Holocaust and Human Rights Museum
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid - Bid Summary / Evaluation
- Inter-Local (IL)- Price Quote and IL Contract Summary Required
- Sole Source - Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency - Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Fort Worth ISD Teaching and Learning  
Available to K-12 campuses District - Wide

**RATIONALE:**

Approval of this MOU will create an opportunity for, at minimum, 3,000 FWISD students, teachers, and chaperones to experience DHHRM programs at no cost this year. Programs are TEKS- aligned, interdisciplinary, supportive of student needs, and possess learning outcomes consistent with the district's mission of "*Preparing all students for college, career and community leadership*". The content delves into crucial aspects of understanding human history while reinforcing the roles and responsibilities individuals have to make a difference in their communities today.

**INFORMATION SOURCE:**

Marcey Sorensen



## FORT WORTH ISD PARTNERSHIP MEMORANDUM OF UNDERSTANDING

### I. PARTIES

The parties to this Agreement are the Dallas Holocaust and Human Rights Museum, a Texas nonprofit corporation, hereinafter referred to as the "Museum," and the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district, hereinafter referred to as the "ISD".

### II. PURPOSE

This Agreement is to outline the terms and conditions for the partnership between the Museum and the ISD to have ISD students participate in in-person field trips, virtual field trips, or education programs provided by the Museum during the 2022-2023 ISD academic year.

### III. SERVICES TO BE PROVIDED

The Museum agrees to donate the following pre-approved field trips, education program, and services to the ISD:

3,000 total admissions the ISD to visit the Museum on in-person field trips, virtual field trips, or attend an education program. Total admission includes ISD students, teachers, and ISD-approved adult chaperones. Extended descriptions of field trips and education programs are below.

School bus transportation reimbursements for transportation to and from the Museum after an in-person field trip only after receipt of ISD invoice. Virtual field trips and education programs do not include a transportation reimbursement.

Museum staff travel reimbursement to ISD schools for off-site education programs.

Logistical support for teachers before and during the in-person field trips, virtual field trips, and education programs.

Curriculum-aligned lesson planning support by the Museum's education team in preparation for the in-person field trips, virtual field trips, and education programs upon ISD staff's request.

Pre-visit or pre-program resource guide for ISD teachers.

Targeted outreach support to the ISD's teachers to encourage them to register for the in-person field trips, virtual field trips, and education programs upon request by ISD staff.

Designate Adilene Hernandez as Museum contact for pre-field trip or pre-program communication, reservation information, and logistics.

The Museum contact will include the ISD contact in all communications to teacher leads, ie pre-program/pre-field trip communication, reservation information, confirmation, or logistics.



The ISD agrees to provide the following logistical support to facilitate the in-person field trips, virtual field trips, and education programs by the Museum:

Designate John Fernandez as the contact person for the ISD to communicate with the contact person for the Museum, Adilene Hernandez.

Pre-approve the in-person field trips, virtual field trips, and education programs for clearance with the ISD's leadership and school principals.

Notify ISD school principals and teachers of partnership with the Museum and availability of in-person field trips, virtual field trips, and education programs.

Create an ISD internal registration form for the ISD's teachers to register for the in-person field trips, virtual field trips, or education program, and provide logistical support for all necessary registration.

Provide outreach support to the ISD's teachers to register for the in-person field trips, virtual field trips, and education programs through the ISD registration form.

Provide registration information at least 1 month prior to pre-selected in-person field trip, virtual field trip, or education program date to Adilene Hernandez. Registration information needs to include school name, grade level, lead teacher name, lead teacher email, number of students, and number of chaperones.

Provide ISD's teachers with logistical support for the reservation of bus transportation to the Museum for in-person field trips. The ISD coordinator is responsible for reserving the transportation, not the ISD teacher or Museum staff.

Invoice the Museum for school bus transportation reimbursement within one month after an in-person field trip has occurred. Invoicing must be received by the Museum on a monthly basis no later than the 8<sup>th</sup> day of each month.

The ISD teachers will have the choice of the following educational experiences:

a 1-hour virtual or on campus education program (see Appendix I for descriptions) led by a Museum Educator,

a 1-hour virtual field trip of one of the Museum's three permanent exhibition wings (see appendix II for descriptions),

or a minimum 2.5 hour in-person field trip to the Museum that includes arrival, check-in, a tour of the permanent exhibition, a tour of the special exhibition, reservation of lunch patio (optional) and departure (see appendix II for schedule).

The ISD will adhere to the following requirements for virtual or on campus education programs:

The ISD education program dates are only available upon request with a minimum of 3-week advance notice. Available dates are dependent on staff availability.



Virtual education program session start times are available between 8:30 a.m. and 3:30 p.m.

On campus education program session start times are available between 9:30 a.m. and 2:30 pm.

Education programs are offered for participants in grades kindergarten to 5. All education programs are grade-aligned, and participants must be in the grades designated by the Museum (see Appendix I) for the education program.

There is a required minimum of 25 participants per education program and a maximum capacity of 90 participants per education program.

For virtual education programs, the group can connect as one classroom through projection or as 90 individual devices. The lead teacher needs to provide a roster of all participating students.

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of participants, grade level, program selection, and the contact information for the lead teacher at least 4 weeks before the pre-approved program date.

After the registration information is received by the Museum, the lead teacher will receive by email a link to the Partnership Submission Form. The lead teacher is required to fill out this Form within 48 hours of receipt. The lead teacher will need to submit a student roster with the submission of the Partnership Submission Form. The education program is not official until the Museum has received the Partnership Submission Form.

The lead teacher will receive a confirmation email with the reservation details after the completion of the Partnership Submission Form. This confirmation email includes important logistical details for the education program (arrival time, set up time, presentation needs), know before you connect (virtual only), and Education Program Resource Packet.

The Museum will use Zoom video conferencing to stream virtual education programs. The lead teacher will receive the link 48 hours before the virtual education program start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The Museum will need access to the program location at the ISD school 30 minutes prior to an on campus education program for set up and preparation of the program.

The ISD contact person is required to cancel any education program at least 3 weeks before the education program date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule education programs by resubmitting a new request, and rescheduled requests are dependent on Museum staff availability.

The Museum reserves the right to cancel or change a virtual education program when a school group connects late.

The Museum is not responsible for delays in arrival for on campus programs due to traffic or weather. The Museum reserves the right to cancel or change an on campus education program if a Museum Educator arrives late at the ISD school due to traffic or weather.

The ISD will adhere to the following requirements for the virtual field trips:

The ISD virtual field trip tour dates are only available on 10/27/2022, 10/28/2022, 11/7/2022, 11/14/2022, 11/16/2022, 11/17/2022, 12/7/2022, 12/8/2022, 12/12/2022, 12/14/2022, 1/6/2023, 1/9/2023, 2/1/2023, 2/24/2023, 2/27/2023, 3/20/2023, 3/21/2023 and 3/31/2023.

Virtual field trip start times must be between 8:30 a.m. and 3:30 p.m. (Central Time).

Virtual field trip participants must be in 5<sup>th</sup> grade or above.

There is a required minimum of 25 participants per education program and a maximum capacity of 90 participants per virtual field trip.

For virtual field trips, the group can connect as one classroom through projection or as 90 individual devices. The lead teacher needs to provide a roster of all participating students.

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of participants, grade level, program selection, and the contact information for the lead teacher at least 4 weeks before the pre-approved program date.

After the registration information is received by the Museum, the lead teacher will receive by email a link to the Partnership Submission Form. The lead teacher is required to fill out this Form within 48 hours of receipt. The lead teacher will need to submit a student roster with the submission of the Partnership Submission Form. The virtual field trip is not official until the Museum has received the Partnership Submission Form.

The Museum will use Zoom video conferencing to stream the virtual field trip. The lead teacher for the ISD school will receive the link 48 hours before the virtual field trip start time to share with participants. This link is private and cannot be shared beyond the ISD participants.

The ISD contact person is required to cancel any virtual field trips at least 2 weeks before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule virtual field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience when a school group connects late to the virtual field trip.

The ISD will adhere to the following requirements for the in-person field trips:

The ISD in-person field trip tour dates are only available on 10/27/2022, 10/28/2022, 11/7/2022, 11/14/2022, 11/16/2022, 11/17/2022, 12/7/2022, 12/8/2022, 12/12/2022, 12/14/2022, 1/6/2023, 1/9/2023, 2/1/2023, 2/24/2023, 2/27/2023, 3/20/2023, 3/21/2023 and 3/31/2023.

The Museum recommends ISD school groups arrive by 10:45 a.m. for check-in and unloading. The in-person field trip start time is 11:00 a.m. ISD schools will depart the Museum no later than 1:30 p.m.

In-person field trip participants must be in 6<sup>th</sup> grade or above.

The ISD can bring up to 120 students, teachers, and accompanying adult chaperones per tour date.

The ISD is required to provide 1 adult chaperone for every 10 students.

The ISD coordinator needs to provide the Museum coordinator the name of the school, the number of students and chaperones, and the contact information for the lead teacher at least 4 weeks before the pre-approved tour date.

After the registration information is received by the Museum, the lead teacher will receive by email a link to the Partnership Submission Form. The lead teacher is required to fill out this Form within 48 hours of receipt. The in-person field trip is not official until the Museum has received the Partnership Submission Form.

The lead teacher will receive a confirmation email with the reservation details after the completion of the Partnership Submission Form. This confirmation email includes important logistical details for the in-person field trip information (arrival time, tour time, departure time, and field trip logistics), bus parking map, visiting guidelines, informational video, pre-visit resource guide, and other tour details.

The lead teacher for the ISD school will be required to submit a roster of ISD students and chaperones participating in the in-person field trip upon arrival at the Museum.

The ISD contact person is required to cancel any in-person trips at least 2 weeks before the tour date, if not the ISD will be invoiced a cancellation processing fee of \$100.00.

The ISD can only reschedule in-person field trips on the pre-approved tour dates. The Museum has the option to award the ISD additional tour dates. The Museum reserves the right to change pre-approved dates upon adequate notice to the ISD.

The Museum reserves the right to cancel or change the field trip experience upon late arrival of the ISD's school group. ISD school groups arriving before their designated arrival time cannot enter the Museum.

The Museum gives permission to the ISD for ISD students and staff to consume lunch on its property in designated locations only. On the Partnership Submission Form, the lead teacher is required to confirm that the school will consume lunch on Museum property. If this is not confirmed, the Museum will not have any availability for the school group to consume lunch on its premises.

The ISD can purchase student lunches through the provided catering service, Food Glorious Food, at least 7 business days prior to the pre-approved tour date or bring brown bag lunches for the ISD's students. Brown bag lunches cannot be stored individually and must be packed in a label container. School groups must provide beverages if they bring brown bag lunches. The Museum cannot provide water or other beverages.

#### IV. AMOUNT OF THE AGREEMENT AND PAYMENT

In exchange for providing the above services, the Museum agrees to pay the admission/program costs ("the Admission/Program Fee") for up to 2,000.00 ISD visitors and 1,000.00 ISD program participants. The Admission Fee has a value of up to 18,000.00.

In addition to the Admission/Program Fee, the Museum will reimburse the ISD for school bus transportation cost to/from the Museum for in-person field trips. The ISD is required to invoice the Museum after the field trip tour date for the school bus transportation cost, which shall not exceed \$8,000.00. The Museum will reimburse the ISD by credit card or check within 30 days after receiving the invoice.

The Museum will not provide a transportation reimbursement for virtual field trips or virtual education programs.

#### V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the ISD is an independent contractor and not an employee of the Museum. Employment related deductions such as withholding taxes and/or Social Security taxes shall not be withheld and are the responsibility of the ISD. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Museum and ISD for any purpose whatsoever.

#### VI. TERMINATION

The Museum reserves the right, in its sole discretion, to terminate the Agreement and cancel the engagement upon a ninety (90) calendar day written notice by the Museum to the ISD, and upon such termination the Museum shall have no further obligation or liability to ISD. If the Museum provides notice of termination less than ninety (90) calendar days prior to the scheduled date of the engagement, the Museum shall pay to the ISD the Admission Fee set forth in Article IV.

The ISD may terminate this Agreement by giving a ninety (90) calendar day written notice to the Museum.

#### VII. FORCE MAJEURE

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities or other emergencies, beyond the reasonable control of Museum and ISD, making it illegal or impossible to fulfill the terms and conditions of this Agreement, this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other and neither party will have any liability or further obligations under this Agreement to the other party.

#### VIII. INSURANCE

The ISD and the Museum, each, agree to carry, and upon demand, provide evidence of a sufficient amount of insurance to provide coverage for any third-party liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

#### IX. LIMITATION OF LIABILITY/WAIVER

THE MUSEUM SHALL NOT BE LIABLE TO ISD FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, INCURRED BY ISD, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF MUSEUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MUSEUM SHALL NOT INDEMNIFY NOR GUARANTEE ANY OBLIGATION OF ISD FOR THE BENEFIT OF ANY THIRD PARTY.

THE ISD HEREBY WAIVES AND RELEASES THE MUSEUM, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND BOARD MEMBERS FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY ("CLAIMS") ARISING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT, UNLESS SUCH CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUSEUM.

#### X. GOVERNING LAW/VENUE

This Agreement shall be governed by and in accordance with the laws of the State of Texas. The venue of any suit or legal proceeding brought for any breach of this Agreement shall be in any court of competent jurisdiction in Tarrant County, Texas.

#### XI. ASSIGNMENTS

The ISD may not assign this Agreement, in whole or part, and may not assign any right or duty required under it.

#### XII. SEVERABILITY CLAUSE

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

#### XII. DISPUTE RESOLUTION

Should a dispute arise out of the Agreement, the Museum and the ISD will first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be selected by the Museum and ISD within fifteen (15) calendar days after receipt of written notice by one of them demanding mediation under this section. The ISD and Museum shall equally split the costs of the mediation unless the Museum, in its sole good faith discretion, approves its payment of a greater share of such costs. By mutual agreement, the Museum and the ISD may elect to participate in a non-

binding form of dispute resolution other than mediation. The Museum's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement. The ISD's participation in or the results of any mediation or another non-binding dispute resolution process under this section or the provisions of this section will not be construed as a waiver by the Museum of (1) any rights, privileges, defenses, remedies, or immunities available to the Museum; (2) the Museum's termination rights under this Agreement; or (3) other termination provisions of the Agreement.

#### XIV. CONTACT PERSONS

The individuals named below shall be the contact persons for the Museum and the ISD, respectively. All calls, correspondence, or other contacts necessary for the execution of this Agreement shall be directed to the persons named below unless the party is specifically directed otherwise.

##### Museum

Charlotte Decoster  
Ackerman Family Director of Education

Dallas Holocaust and Human Rights Museum  
[cdecoster@dhhrm.org](mailto:cdecoster@dhhrm.org)

##### ISD

Joseph Niedziela  
Executive Director of K-12 Social Studies  
and Curriculum Supports

Fort Worth ISD  
[joseph.niedziela@fwisd.org](mailto:joseph.niedziela@fwisd.org)

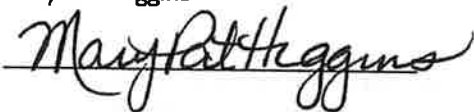
#### XVI. AMENDMENTS

This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by both parties to the Agreement. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

#### XVII. CERTIFICATIONS

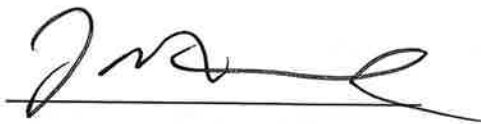
The terms of this Agreement are accepted by the parties to the Agreement. Persons signing are expressly authorized to obligate the parties to the terms of this Agreement.

Museum  
CEO/PRESIDENT  
Mary Pat Higgins




07-20-2022  
Date

ISD



7-20-2022  
Date

Marcey Sorensen 07/20/2022  
Dr. Marcey Sorensen  
Chief Academic Officer

  
07/20/22  
159

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:      **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN  
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND  
TEXAS A&M UNIVERSITY-COMMERCE****

**BACKGROUND:**

This Memorandum of Understanding (MOU) explains the collaboration between Texas A&M University-Commerce and Fort Worth Independent School District. The purpose of the MOU is to establish a partnership where Texas A&M-Commerce will provide financial support to eligible Fort Worth ISD employees and graduating high school students of Fort Worth ISD wanting to pursue undergraduate and/or graduate degrees from Texas A&M-Commerce.

FWISD high school graduates are eligible for the President’s Promise, a last-dollar tuition scholarship, to cover the remaining balance of any tuition for 15 credit hours each semester for up to four (4) academic years for first year students NOT covered by other grants, scholarships, exemptions, benefits and/or waiver programs received by the student.

To be eligible for the President’s Promise a first-year student must:

1. Apply to A&M-Commerce through ApplyTexas and be officially admitted as well as pursuing a first baccalaureate degree.
2. Be Texas residents, admitted to A&M-Commerce, be eligible to receive a federal Pell grant and have a family Adjusted Gross Income (AGI) of \$50,000 or less.
3. Enroll for a minimum of 15 hours for each fall and spring semester.
4. Classified as first-time, full-time degree-seeking students and enrolled immediately following high school graduation.
5. Maintain a 2.5 or greater A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility of The President’s Promise.
6. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (final deadline is March 6th).

The Fort Worth ISD student graduates will also have the opportunity to participate in the Rising Lion program. Under the President’s Promise, the Rising Lion program is a structured academic experience that allows incoming freshmen who have been awarded the President’s Promise to start taking college classes. Students will also have the opportunity to engage with and acclimate to new friends and adjust to the college environment prior to the start of the fall semester. To be eligible for this the student must be officially admitted to A&M-Commerce as a first-time, full-time, and degree seeking freshman as a President’s Promise Scholar. The students in the President’s Promise and Rising Lion programs can apply for any of the 89 academic programs offered by the university.

For our current FWISD employees with bachelor's degrees A&M-Commerce is offering the Quick Start Grant Program and the Teacher of the Year Grant Program. The Quick Start Grant will provide a continuous \$250 or \$500 per semester grant, based on credit hours, and to those who meet the criteria.

The Quick Start Grant Program - Graduate Criteria:

1. Student must be a current employee of Fort Worth ISD. The employee must be verified and recommended by the Superintendent or their designee.
2. New students enrolled in 6 or more graduate hours are eligible to receive a \$500 grant per semester; students enrolled in 3 to 5 graduate hours are eligible to receive a \$250 grant per semester. This grant also includes summers.
3. Student must be officially admitted to an A&M-Commerce graduate program as a new or first-time student and pursuing a master's or doctoral degree.
4. Students enrolled under the Quick Start grant must earn and maintain a 3.0 or greater institutional GPA in the semester of the initial grant.
5. Grant funding must be used to reduce tuition and fees at A&M-Commerce in the semester the grant is awarded.

The Teacher of the Year Grant will provide a continuous \$250 or \$750 per semester grant, based on credit hours to the district or campus teacher of the year. The students in the Quick Start Grant Program and the Teacher of the Year Grant program can apply for any of the graduate programs of study offered by the university. This MOU will commence upon the date of its approval and signing and shall have a term of five years unless terminated by either party.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University -Commerce
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas A&M University- Commerce
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**                      *Additional Details*

No Cost    Not Applicable



**COST:**

No Cost

**VENDOR:**

Texas A&M University-Commerce

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

District Employees  
Graduating High School Students

**RATIONALE:**

Approval will allow District employees and graduating high school students to pursue undergraduate and/or graduate degrees from Texas A&M University-Commerce at discounted rates.

**INFORMATION SOURCE:**

Raúl Peña

**MEMORANDUM OF UNDERSTANDING**  
**by and between the**  
**Fort Worth Independent School District**  
**and**  
**TEXAS A&M UNIVERSITY-COMMERCE**

This Memorandum of Understanding (“MOU”) is entered into by and between the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereinafter referred to as “District”, and TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, hereinafter referred to as “A&M-Commerce”. District and A&M Commerce may be collectively referred to as the “Parties” or individually as a “Party”.

**WHEREAS**, A&M-Commerce intends to establish the District collaboration, designed to increase the number of graduating students who are members of District to pursue undergraduate and graduate degrees, respectively, at A&M-Commerce. The purpose of this MOU is to provide financial support to eligible District members and graduating high school students of District. This MOU includes three programs: (1) The President’s Promise; (2) Rising Lion; and (3) the Quick Start Grant.

**WHEREAS**, it is deemed in the best interest of both Parties that the Parties enter into a mutually satisfactory agreement to share in this educational process;

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, have agreed as follows:

**Article I. Overview and Purpose**

**A. Undergraduate Assistance and Support**

**1. The President’s Promise:**

Students enrolling in A&M-Commerce directly after graduating from high school (including students completing an associate degree in high school) or students transferring with an earned transferrable associate’s degree are eligible for the President’s Promise, a last-dollar tuition scholarship to cover the remaining balance of any tuition for fifteen (15) credit hours each semester for up to four (4) academic years for first-year students and for up to two (2) academic years for transfer students (summer terms and non-A&M-Commerce enrolled hours are not included) NOT covered by other grants, scholarships, exemptions, benefits and/or waiver programs received by the student; provided the student applicant meets the criteria listed in items (i.) through (vi.) listed in the Eligibility Criteria section of this MOU. A&M-Commerce will also provide students in this program guidance from A&M-Commerce advisors, mentors, faculty, and staff who are invested in student success.

**2. Rising Lion Program:**

District student graduates will also have the opportunity to participate in the Rising Lion program. Under the President’s Promise, the Rising Lion program is a structured academic experience that allows incoming freshmen who have been awarded the President’s Promise to start taking college classes. Students will also have the opportunity to engage with and acclimate to new friends, and adjust to the college environment prior to the start of the fall semester.

**B. Graduate Assistance and Support:**

**1. The Quick Start Grant Program:**

The Quick Start grant will also allow employees of District to attend A&M-Commerce to pursue graduate degrees through the Quick Start grant program. A&M-Commerce will provide a continuous \$250 or \$500 per semester and per participant grant based on credit hours, and to those who meet the criteria listed in the Graduate Criteria section of this MOU.

**2. The Teacher of the Year Grant Program:**

The Teacher of the Year Grant will also allow employees of District to attend A&M-Commerce to pursue graduate degrees through the Teacher of the Year grant program. A&M-Commerce will provide a continuous \$250 or \$750 per semester and per participant grant based on credit hours, and to those who meet the criteria listed in the Graduate Criteria section of this MOU. This is only available to the district and/or campus teacher of the year.

**C. First Year Student President's Promise Criteria:**

**1. Applicants must be first-time new in college following high school graduation and must submit official high school transcripts for admission consideration.**

**a. To be eligible for the President's Promise, a first-year student must:**

- i. Apply to A&M-Commerce through ApplyTexas and be officially admitted as well as pursue their first baccalaureate degree.**
- ii. Be Texas residents, admitted to A&M-Commerce, be eligible to receive a federal Pell grant, and have a family Adjusted Gross Income (AGI) of \$50,000 or less.**
- iii. Enroll for a minimum of fifteen (15) hours for each fall and spring semester.**
- iv. Classified as first-time, full-time degree-seeking students and enrolled immediately following high school graduation.**
- v. Maintain a 2.5 or greater A&M-Commerce institutional Grade Point Average (GPA) for continuation of eligibility of The President's Promise.**
- vi. Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (final deadline is March 6th).**

**D. First Year Rising Lion Program Criteria:**

**1. Be officially admitted to A&M-Commerce as a first-time, full-time, and degree-seeking freshman as a President's Promise Scholar.**

**E. Transfer Student President's Promise Criteria:**

**1. Applicants must complete an associate degree with at least a 2.00 GPA and must submit all official school transcripts from all previously attended colleges and universities for admission consideration.**

**a. To be eligible for the President's Promise, a transfer student must:**

- i. Apply to A&M-Commerce through ApplyTexas and be officially admitted as well as pursue their first baccalaureate degree.**
- ii. Be Texas residents, admitted to A&M-Commerce, be eligible to receive a federal Pell grant, and have a family Adjusted Gross Income (AGI) of \$50,000 or less.**
- iii. Enroll for a minimum of fifteen (15) hours for each fall and spring semester.**
- iv. Classified as first-time, full-time degree-seeking students and enrolled after receiving a transferrable associate degree (Associate of Arts, Associate of Science, Associate of Arts in Teaching).**
- v. Maintain a 2.5 or greater A&M-Commerce institutional Grade Point Average (GPA) for the continuation of eligibility of The President's Promise.**

- vi. **Submit the Federal Student Aid (FAFSA) and complete all required verification steps and/or submit the Texas Application for State Financial Aid (TASFA) by the priority deadline of January 15th (final deadline is March 6th).**

**F. Graduate Criteria:**

**1. The Quick Start Grant Program - Graduate Criteria:**

- a. **The Quick Start grant is directed toward employees of District.**
  - i. **Student must be a current employee of District. The employee must be verified and recommended by the Superintendent or their designee.**
  - ii. **New students enrolled in six (6) or more graduate hours are eligible to receive a \$500 grant per semester; students enrolled in three (3) to five (5) graduate hours are eligible to receive a \$250 grant per semester. This grant also includes summers.**
  - iii. **Student must be officially admitted to an A&M-Commerce graduate program as a new or first-time student that is pursuing either a master's or doctoral degree.**
  - iv. **Students enrolled under the Quick Start grant must earn and maintain a 3.0 or greater institutional GPA in the semester of the initial grant.**
  - v. **Grant funding must be used to reduce tuition and fees at A&M-Commerce in the semester the grant is awarded.**

**G. A&M-Commerce Responsibilities:**

1. **Collaborate with District in marketing and promoting the program to juniors and seniors of District.**
2. **Participate in college fairs and career week programs hosted by District, as offered.**
3. **Provide specialized advising, mentoring, and academic tracking to students who are enrolled in the President's Promise program and the Rising Lion program.**
4. **On an annual basis, provide a summary of student performance to the District Board or designee.**
5. **Post the articulated District and A&M-Commerce MOU and agreements on A&M-Commerce's website.**
6. **Provide scholarship and financial aid information, through admission and advising materials, to District students who enroll at A&M-Commerce.**
7. **A&M-Commerce is accredited by the Southern Association of Schools and Colleges Commission on Colleges (SACSCOC), and all A&M-Commerce instructors of record for courses in academic programs completed by students through this MOU are in compliance with criteria as described in SACSCOC Principle 6.2.a. of the SACSCOC Principles of Accreditation. It is understood by both parties that all students receiving a degree from A&M-Commerce as part of this MOU must comply with SACSCOC Principle Section 9, items 4 and 5 of the Principles of Accreditation. Principle 9.4 requires that "at least 25% of the credit hours required for an undergraduate degree are earned through instruction offered by the institution awarding the degree" while Principle 9.5 requires "at least one-third of the credit hours required for a graduate or a post-baccalaureate professional degree are earned through instruction offered by the institution awarding the degree. Additional courses may be required to meet this Principle. Further, Neither A&M-Commerce nor District may use the SACSCOC logo in any of their materials or on websites. Use of the logo is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges.**

**H. District Responsibilities:**

1. Collaborate with A&M-Commerce to market and promote the program to juniors and seniors that are students of District.
2. Promote the President's Promise and Rising Lion program through District and selected District channels.
3. Promote the Quick Start grant to District.
4. To the extent permitted under Texas and Federal Law, provide A&M-Commerce with information necessary to successfully implement and administer the President's Promise program, the Rising Lion program, and the Quick Start grant. Any information provided by District to A&M-Commerce will be governed by the Data Sharing Agreement between the Parties, hereby incorporated as Exhibit A.
5. Post the articulated A&M-Commerce and District MOU and agreements on the website.
6. Communicate all of A&M-Commerce's academic requirements, policies, procedures, tuition, and fees to the President's Promise students who are enrolled at A&M-Commerce through the President's Promise, Rising Lion program, and the Quick Start grant. Students will be notified that these are subject to change; A&M-Commerce cannot guarantee this program in perpetuity, and future offerings cannot be guaranteed beyond the terms of this MOU.

#### **Article II. Duration of the MOU:**

- A. **Term.** This MOU will become effective upon the date of its signing and shall have a term of five (5) years unless terminated by either Party. This MOU may be extended by mutual written consent of the Parties.
- B. **Termination of the MOU.** This MOU may be terminated by either Party at any time prior to the expiration of this MOU by providing written notice to the other Party thirty (30) days in advance.

#### **Article III. Modification**

This MOU may be modified by mutual written consent of the Parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

#### **Article IV. Independent Contractor**

For the purposes of this MOU and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

#### **Article V. Notices**

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. A&M-Commerce and District can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**A&M-Commerce:** Mr. Travis Ball, M.Sc., CTPM  
Chief Procurement Officer and HUB Coordinator  
Texas A&M University-Commerce  
P.O. Box 3011  
Commerce, TX 75429-3011

**District:** Fort Worth Independent School District  
Dr. Raul Pena  
Chief of Talent Management  
100: North University Dr.  
Fort Worth, TX 76107

**With a Copy to:** Fort Worth Independent School District  
Office of Legal Services  
100: North University Dr.  
Fort Worth, TX 76107

**Article V. Miscellaneous Provisions**

- A. Neither Party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.**
- B. The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.**
- C. District expressly acknowledges that A&M-Commerce is an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law. Likewise, A&M-Commerce expressly acknowledges that District is a political subdivision of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by District of its right to claim such exemptions, privileges, and immunities as may be provided by law.**
- D. District acknowledges that A&M-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce's written request, District will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of A&M-Commerce. District acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOU on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and District agrees that the agreement can be terminated if District knowingly or intentionally fails to comply with a requirement of that subchapter. Likewise, A&M-Commerce acknowledges that District is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information**

pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law.

- E. Each Party shall bear its respective costs, risks, and liabilities incurred by it as a result of its activities under this MOU. Neither Party has any right to any reimbursement, payment, or compensation under this MOU. Any such obligations must be addressed in separate written agreements between the Parties.
- F. Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws and regulations.
- G. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- H. This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.

The undersigned parties bind themselves to the faithful performance of this MOU:

**Fort Worth ISD**

**Texas A&M University-Commerce**

  
\_\_\_\_\_  
Tobi Jackson, Board President

\_\_\_\_\_  
Dr. Mark Rudin  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. Kent P. Scribner, Superintendent

Date: \_\_\_\_\_

AA  
7/13/2022

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN  
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND  
TEXAS WOMAN’S UNIVERSITY****

**BACKGROUND:**

This Memorandum of Understanding (MOU) explains the collaboration between Fort Worth Independent School District and Texas Woman’s University. The request to define the Texas Woman’s University and signee as it relates to establishing a partnership between the University and the District to focus on the improvement of educator preparation.

This is a standard MOU between an Educator Preparation Program and a school district to support university clinical teachers. The District will provide quality mentor teachers to support and mentor these clinical teachers. The District will also allow the university site coordinator to come to campus and evaluate the progress of the clinical teacher throughout the placement.

This MOU commences as of the date of execution until June 30, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Texas Woman’s University
2. Decline Memorandum of Understanding Between Fort Worth Independent School District and Texas Woman’s University
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and the Texas Woman’s University



**FUNDING SOURCE:**

**Additional Details**

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Woman's University (TWU)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Clinical Teachers

**RATIONALE:**

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program.

**INFORMATION SOURCE:**

Raúl Peña



**Memorandum of Understanding  
Field Experiences, Clinical Student Teaching, Internships, or Professional Practicums**

**Texas Woman's University Educator Preparation Program  
and the  
Fort Worth Independent School District**

**Parties:** The Texas Woman's University (TWU) Educator Preparation Program (EPP) and 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 (ISD) seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and Fort Worth ISD EC-12 student achievement. Both parties are cognizant of the positive impact a high quality EPP potentially has on the entire stakeholder community.

**Purpose:** The purpose of this Memorandum of Understanding (MOU) is to (a) articulate the partnership goals and (b) specify each party's roles and responsibilities associated with implementation of the collaborative arrangement via a sustained district/university partnership.

**Collaborative Goals:**

- (1) To design and implement within ISD, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, and professional practicums focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
- (2) To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in ISD.
- (3) To support ISD in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.

**TWU Educator Preparation Program Responsibilities:**

- (1) The TWU EPP will provide ISD with all documents and handbooks related to field experience, clinical student teaching/internship, and the professional practicum experience;
- (2) The TWU EPP will provide high-quality training to identified cooperating teachers, mentors, and ISD and campus administration;
- (3) The TWU EPP will communicate clear expectations of initial teacher and professional candidates who are completing early field experiences, clinical student teaching, internships, and professional practicums to ISD personnel;

- (4) The TWU EPP will facilitate required paperwork (background forms, application) for ISD and then supply ISD personnel with required information for placement of candidates completing early field experience, clinical student teaching, internship, and professional practicum;**
- (5) The TWU EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;**
- (6) The TWU EPP will use video capturing technology for the purpose of evaluating and improving the clinical practice of TWU EPP candidates. In such, the TWU EPP will recognize the sensitivity of media practice and will;**
  - (a) Center the TWU candidate as the focal point of the video**
    - (i) Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize capture of EC-12 student faces, though some incidental exposure is likely; and**
    - (ii) Direct the EPP candidate to determine with district administrators the identity of any students that have circumstances forbidding recording--and in such cases, the student on camera will be positioned in a way that will not capture those students in the recording.**
  - (b) Handle and store video**
    - (i) Restrict only authorized individuals to access videos (e.g. clinical student teachers/interns, professional practicum candidates, cooperating teachers, university supervisors, district administration, and TWU EPP administration);**
    - (ii) Prepare all TWU EPP candidates to utilize secure platforms (e.g. Swivl, Go-react, and other secured video capturing platforms) for any recording associated with TWU EPP course assignments or performance assessments;**
    - (iii) Train TWU EPP candidates to upload to the secure, FERPA compliant platform for all video associated with course assignments, or performance assessments within twenty-four (24) hours of capture;**
    - (iv) Ensure the use of the secured platform provides the security assurances necessary for recording in a classroom. Video captured with such secure platforms is automatically and permanently erased from the device once uploaded to the secure platform (website);**
    - (v) Coordinate maintenance of video on the secure platform for a period not to exceed ten (10) years from the time of capture; and the TWU EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TWU server, with strict access controls remaining in place; and**
    - (vi) Use video for instructional purposes only; self-observation and self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies.**
  - (c) In no case will images of district students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation**

unless the identity of students is completely masked (e.g. blurring of facial or other identifying features)

- (7) Any data provided by ISD to TWU EPP will be governed by the Data Sharing Agreement between the parties hereby attached and incorporated as Attachment A.

**District Responsibilities:**

- (1) Collaborate with the TWU EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
  - (a) Cooperating and Mentor Teachers will be identified by campus administration in collaboration with district administration and the TWU EPP.
  - (b) The Cooperating and/or Mentor Teacher agrees to:
    - (i) Serve as a model and mentor for candidates completing the early field experience, clinical student teacher or professional practicum candidate experience and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
    - (ii) Work collaboratively with the university field supervisor and clinical student teacher/intern or professional practicum candidate to create and implement active and engaging lessons and activities;
    - (iii) Provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, or professional practicum regularly as a means to advance the growth of the candidate;
    - (iv) Adhere to the requirements for the cooperating teacher/mentor as listed in the TWU Clinical Student Teaching Cooperating Teacher, Intern, or Practicum handbook [inclusive of required formal and informal observations, verification of clinical clock hours within the data management system (TK20), end of year performance assessment, TWU EPP Exit Survey, and other assessments as needed];
- (2) Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, or professional practicum are placed with highly qualified (minimum of 3 years of teaching experience), supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate;
- (3) Work with the TWU EPP to provide placement details for candidates in diverse schools;
- (4) Work with the TWU EPP to assign candidates to placements within a month of request;
- (5) Collaborate with the TWU EPP on placement decisions and work with EPP personnel to resolve any concerns or challenges with placements;
  - (a) If a concern arises and the district needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, the ISD personnel will work with the TWU EPP to arrange another placement if possible.
- (6) ISD will inform parents/guardians of the use of video capture technology in district classrooms and explain the measures taken to specifically avoid video capturing their students;
- (7) Video-capture of the TWU EPP candidate will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation, or policy.

**Terms of Agreement and Termination:**

- (1) This Agreement is effective as of the date of execution until June 30, 2023. This Agreement may be renewed for up to four (4) additional one (1) year terms upon mutual written agreement of the parties.
- (2) The term of this Agreement may be amended at any time in writing upon signatures of authorized representatives.
- (3) Amendments will result in automatic revision of that portion of the Agreement and will require written notification and agreement by all parties.
- (4) This Agreement may be terminated at any time upon giving thirty (30) days written notice.



**Signatures:**

19  
7/13/2022

\_\_\_\_\_  
**District Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**District Representative (Printed) Name and Title**

*Gina Anderson*  
\_\_\_\_\_  
**TWU EPP Representative Signature**

**June 3, 2022**

\_\_\_\_\_  
**Date**

Gina Anderson, Associate Dean  
\_\_\_\_\_  
**TWU EPP Representative Name and Title**

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE LETTER OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND WESTERN GOVERNORS UNIVERSITY**

**BACKGROUND:**

This Letter of Agreement (LOA) explains the collaboration between the Fort Worth Independent School District and Western Governors University (WGU). The request to define WGU and signee as it relates to establishing a partnership between the WGU and the District is to focus on the placement and support of clinical teachers.

This is a standard LOA between an Educator Preparation Program and the District to support university clinical teachers. The District will provide quality and experienced mentor teachers to support and mentor clinical teachers. The District will also allow the WGU site coordinator to come to the school campus and evaluate the progress of the clinical teachers throughout the placement.

This LOA shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Letter of Agreement Between Fort Worth Independent School District and Western Governors University
2. Decline to Approve Letter of Agreement Between Fort Worth Independent School District and Western Governors University
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Letter of Agreement Between Fort Worth Independent School District and the Western Governors University



**FUNDING SOURCE:**

**Additional Details**

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Western Governors University (WGU)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Clinical Teachers

**RATIONALE:**

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program.

**INFORMATION SOURCE:**

Raúl Peña



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## STUDENT TEACHING LETTER OF AGREEMENT

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

#### B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.



- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

### **C. Cooperating Teacher Standards**

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - Reflective practitioner
  - Equitable and fair
  - Committed to the belief that all students can learn
  - Collaborative
  - Technologically proficient
  - Professional leadership

### **D. WGU Responsibilities**

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

### **E. District Responsibilities**

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

#### **F. Additional Terms**

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law. WGU acknowledges that District student records are protected by FERPA, and agrees to comply and limit access to those employees or agents with a need to know.
- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates. WGU agrees to provide training to Teacher Candidates about FERPA and safeguarding all information protected under FERPA.

*Teacher Candidate Guidelines*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
  - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
  - You must follow appropriate protocol to submit recordings to WGU.
  - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
  - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
  - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
  - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
  - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
  - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
  - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
  - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

By: Jennifer K. Doshier  
Jennifer K. Doshier (Jun 22, 2022 13:51 CDT)

Title: Director, Field Experience, Teachers College

Date: Jun 22, 2022

**Point of Contact:**

Email: [tc\\_outreach@wgu.edu](mailto:tc_outreach@wgu.edu)

Phone: 866-889-0132 (Option 1)

For notice purposes:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Point of Contact:**

Email:

Phone:

For notice purposes:

RP

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**August 23, 2022**

**TOPIC: APPROVE AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND STEPHEN F. AUSTIN UNIVERSITY**

**BACKGROUND:**

This Affiliation Agreement (AA) explains the collaboration between the Stephen F. Austin University and Fort Worth Independent School District. The request to define the Stephen F. Austin University and signee as it relates to establishing a partnership between the University and the District to focus on the improvement of educator preparation.

This is a standard AA between an Educator Preparation Program and a school district to support university clinical teachers. The District will provide quality mentor teachers to support and mentor these clinical teachers. The District will also allow the university site coordinator to come to campus and evaluate the progress of the clinical teacher throughout the placement.

This Affiliation Agreement commences on the date of last signature and continues for five (5) years.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Affiliation Agreement Between Fort Worth Independent School District and Stephen F. Austin University
2. Decline to Approve Affiliation Agreement Between Fort Worth Independent School District and Stephen F. Austin University
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**      *Additional Details*

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Stephen F. Austin University (SFA)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Clinical Teachers

**RATIONALE:**

Approval will allow the District and the University to engage in a collaborative relationship to support a high-quality educator preparation program.

**INFORMATION SOURCE:**

Raúl Peña

## AFFILIATION AGREEMENT

THIS AGREEMENT, is entered into by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an institution of higher education of the State of Texas, hereinafter referred to as University, and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, hereinafter referred to as Cooperating Agency.

WHEREAS, University, in need of field instruction facilities for the teaching students enrolled in its program in *Field Experience, Internship, Practicum, and Clinical Teaching*, has expressed its interest in using the facilities of the Cooperating Agency.

WHEREAS, Cooperating Agency has field instruction resources appropriate for use in teaching *Field Experience, Internship, Practicum, and Clinical Teaching*, to students in the program of the University.

NOW THEREFORE, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed as follows:

### SECTION I

University agrees to:

1. Be responsible for the educational requirements of the *Perkins College of Education, Educator Preparation Program* within the field instruction of the Cooperating Agency.
2. Provide qualified faculty to monitor and evaluate the learning situations for student as related to the *Perkins College of Education, Educator Preparation Program* curriculum.
3. Provide qualified faculty to serve as Field Instructor and/or consultant in agencies or programs where a *Perkins College of Education, Educator Preparation Program* field instructor is unavailable.
4. Select University students to be placed at Cooperating Agency who have fulfilled all prerequisites, subject to approval by Cooperating Agency.
5. Establish field instruction hours for students subject to approval by Cooperating Agency.
6. Ensure that students who participate in this program maintain or are afforded insurance coverage in the minimum amounts required by Cooperating Agency.
7. Inform University students and faculty participating in the field instruction that they are required to comply with the rules and regulations of Cooperating Agency while on the premises of Cooperating Agency and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Cooperating Agency.
8. Require students to provide their own transportation, appropriate supplies, and uniforms, as applicable.
9. Be responsible for maintaining the records of students, including time sheet records, proficiency, and evaluation and counseling of students with regard to performance through faculty and the University.

### SECTION II

Cooperating Agency agrees to:



1. Provide a qualified Field Instructor with sufficient time to supervise and monitor the student's field instruction and the delivery of client system services. If a *Perkins College of Education, Educator Preparation Program* Field Instructor is unavailable, University faculty is permitted to serve as such or as a consultant.
2. Provide initial and updated information to University on Cooperating Agency policies and procedures, staffing, and organization related to the field instruction, and provide orientation sessions to inform University students and faculty concerning the rules and regulations of Cooperating Agency.
3. Permit the use of Cooperating Agency material in University classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by University to maintain the confidentiality of all Cooperating Agency material in compliance with federal and state laws. Further, University and participating University students will not use education records, as defined by FERPA, of Cooperating Agency's students for any purpose without proper approval under Cooperating Agency's policies.
4. Retain responsibility for the delivery of services to its client systems: therefore, the agency reserves the right to refuse the use of resources to any faculty member or student whom it deems is unable to provide a reasonable standard of practice or who violates the policies and procedures of the Cooperating Agency.
5. Comply with applicable state and federal workplace safety laws and regulations. If an University student is exposed to an infectious or environmental hazard or other occupational injury while in Cooperating Agency facilities, Cooperating Agency, upon notice of the incident from the student, shall provide the emergency care as Cooperating Agency provides to its employees. If Cooperating Agency does not have the resources to provide such emergency care, Cooperating Agency shall refer the student to the nearest emergency facility. University shall inform the student that the student will be responsible for any financial charges generated.
6. Allow Cooperating Agency Field Instructor/Representative to participate in the Field Instruction training conducted by the *Perkins College of Education, Educator Preparation Program* Department.
7. Provide designated physical resources for the field instruction student to carry out his/her responsibilities.
8. Provide *30 to 525* hours of field instruction experience for the student, within the dates of which define the semester, on the SFASU academic calendar for *Perkins College of Education, Educator Preparation Program* students, and submit in a timely manner evaluation records and other written material associated with the experience.
9. Be responsible for assisting student with field seminar related assignments.
10. Obtain and maintain all licenses required for Cooperating Agency and ensure that all Cooperating Agency personnel are appropriately licensed.

### SECTION III

It is mutually agreed upon that:

1. University and Cooperating Agency will cooperate in this undertaking and will promote their mutual interest in *Field Experience, Internship, Practicum, and Clinical Teaching* education.
2. Cooperating Agency may discontinue placement of a student who is not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Cooperating Agency, upon communication with University.
3. A yearly joint evaluation of the program will be conducted, and, when appropriate, revise the program to meet University's curriculum requirements and the standards of the accrediting entity.
4. Each party shall provide and maintain open channels of communication relative to the field instruction through designated representatives.



5. The parties shall ensure that educational experience provided is consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or department of University in which the students are enrolled.
6. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and/or University policy, University and Cooperating Agency may not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, sexual orientation, gender identity, or gender expression in the administration of policies, programs, or activities; admission policies; or other programs or employment.
7. This Agreement does not prevent Cooperating Agency from participating in any other program, nor does this Agreement prevent University from placing University students with other entities.
8. Either University or Cooperating Agency may remove a student enrolled in the field instruction if, in the opinion of either party, the student is not making satisfactory progress in the field instruction. Any student who does not satisfactorily complete the field instruction or any portion thereof may repeat the field instruction at Cooperating Agency only with the written approval of both parties.

#### **SECTION IV**

##### **Term of the Agreement:**

1. This agreement commences on the date of last signature and continues for five (5) years.
2. Either party may terminate this Agreement upon giving 30 days' prior written notice to the other party, except that this Agreement will remain in effect as to any University student participating in the field instruction at Cooperating Agency as of the effective date of termination for so long as such student remains in the field instruction.

#### **SECTION V**

1. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the field instruction, University hereby designates Cooperating Agency as a school official with a legitimate educational interest in the educational records of the students who participate in the field instruction to the extent that access to the records is required by Cooperating Agency. In addition, Cooperating Agency designates University as a school official with a legitimate educational interest in the educational records of the students who participate in the receipt of field instruction to the extent that access to records is required by University or University students. Both Parties agree to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants that they will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of FERPA and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by the other Party in writing. The Parties further agree not to use Confidential Data for any purpose other than the purpose for which the disclosure was made. The Parties shall continue to maintain the confidentiality and privacy of the Confidential Data after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, the Parties shall return all Confidential Data or, if return is not feasible, destroy any and all Confidential Data. If a Party destroys the information, it shall provide a certificate confirming the date of destruction of the data. The Parties shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of the Parties or its students. These measures will be extended by contract to all subcontractors. The Parties shall, within one day of discovery, report any use or disclosure of confidential information not authorized by this agreement or in writing. Following this report, the responsible Party will conduct a timely and thorough

investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, the responsible Party will furnish a confidential written report indicating the results of the investigation, what the responsible Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action the responsible Party has taken or shall take to prevent future similar unauthorized use or disclosure.

2. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by an authorized representative of each party.
3. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
4. Each party shall excuse any breach of this Agreement by the other which is proximately caused by government regulation, war, strike, act of God, pandemic or other local, state, or national health emergency, or other similar circumstance normally outside the control of well-managed business, provided that the other party makes diligent efforts to expeditiously remedy the breach.
5. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
6. This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
7. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature for the term expressed above.

STEPHEN F. AUSTIN STATE UNIVERSITY

COOPERATING AGENCY



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

AA  
7/13/2022

Dr. Lorenzo Smith  
Name

\_\_\_\_\_  
Name

Provost/VPAA  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Administrator

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE AFFILIATION AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND NAVARRO COLLEGE HEALTH PROFESSIONS DIVISION TO PROVIDE VISION SCREENING SERVICES TO STUDENTS****

**BACKGROUND:**

This Affiliation Agreement with The Children’s Vision Program provides professional vision eye care services to under-resourced children in Fort Worth ISD (FWISD) through an annual grant, partnerships, and affiliation agreement. Throughout the program, FWISD students are screened for acuity and eye conditions, and identify students as a result of the screenings who will receive eye examinations and a prescription for eyeglasses. The Navarro College affiliation agreement will provide medical students the opportunity to assist FWISD nurses with the state-mandated vision screening of school-aged children while providing its medical students with academic and clinical experience.

The medical students are enrolled in the Licensed Vocational Nursing Program. In addition, the enrolled licensed nursing program students will have completed appropriate training and will be certified by the Texas Department of State Health Services before providing vision screening services. The agreement term is for the academic school years of 2022 - 2023 and 2023 - 2024 unless terminated by either party. There is no cost for services rendered or offered by either party.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Affiliation Agreement Between Fort Worth Independent School District and Navarro College Health Professions Division to Provide Vision Screening Services to Students
2. Decline to Approve Affiliation Agreement Between Fort Worth Independent School District and Navarro College Health Professions Division to Provide Vision Screening Services to Students
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**        *Additional Details*

No Cost                                Not Applicable

**COST:**

No Cost

**VENDOR:**

Navarro College Health Professions Division

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Elementary and Middle Schools  
Student Support Services

**RATIONALE:**

The Program represents the joint effort of partners and FWISD to remove barriers that prevent under-resourced children from receiving quality vision care and provide those children with vision services at schools at no cost to parents or FWISD. In addition, the support received ensures school nurses meet the yearly state requirement to screen an estimated 31,000 students for possible vision problems.

**INFORMATION SOURCE:**

Cherie Washington

COOPERATIVE AGREEMENT

OF

CLINICAL  
STUDENT VOLUNTEER  
AFFILIATION

Between

Navarro College Health Professions Division

and

the Fort Worth Independent School District, a political  
subdivision of the state of Texas and a legally constituted  
independent school district ("FWISD")

Tarrant County

Approved Out-of-Service Area Request 6.2.22

CLINICAL STUDENT VOLUNTEER  
AFFILIATION AGREEMENT  
NAVARRO COLLEGE HEALTH PROFESSIONS DIVISION

This Clinical Student Volunteer Affiliation Agreement (“Agreement”) is executed between Navarro College (Program) and FWISD (Facility) for and on behalf of the Health Professions Division for its students enrolled in the Licensed Vocational Nursing Program and/or the Associate Degree Nursing Program.

The length of this Agreement is noted on the signature page. If either the Facility or the Program wishes to withdraw from this Agreement, it is understood that a notice of ninety (90) days shall be given to the other participating agency.

PURPOSE: The Program provides its students’ with academic and clinical experiences. The Program desires for the Facility to provide students of the Program the opportunity to volunteer to assist with the vision screening of school-aged children. The Facility agrees to provide such experiences.

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of mutual benefits, the parties of this agreement agree as follows:

- 1) The number and distribution of students to the Facility’s campuses/facilities will be mutually agreed upon between the Program and the Facility.
- 2) The period of assignment shall be during the Facility’s designated dates except in the instance of special arrangements.
- 3) All program students will have liability insurance provided by the Program. A statement will be provided upon request giving assurance that students are covered by liability insurance in an amount not less than \$1,000,000 per occurrence/\$5,000,000 aggregate.
- 4) Representatives of the Program and the Facility shall meet as often as necessary to study the student experience and the terms of this Agreement and make such suggestions and changes as needed.
- 5) The Program’s students will be subject to the rules and regulations established by the Facility in concordance with the Facility location(s) to which the Program students are assigned.
- 6) The Facility will orient and instruct student volunteers regarding the rules and regulations for the Facility location(s) to which they are assigned.
- 7) The Program’s faculty agrees to provide clinical objectives and guidelines to the director/coordinator of the Facility to which Program students are assigned.
- 8) The Program will withdraw any student from volunteer services with the Facility when/if the student is proved to be unacceptable to the Facility for reasons of health, performance, or any other reasonable cause.
- 9) The Program will require all students, prior to acceptance into the Program, to have a physical examination and proof of healthcare provider immunizations. These will be available for review.
- 10) All students will have negative drug screening results available for review.

- 11) All students will have negative criminal background check results or will meet Texas Board of Nursing (TBON) documentation for eligibility to apply for state licensure.
- 12) Navarro College shall provide the services of the vision screening student teams and qualify them in its sole discretion to support the Vision Screening project. All volunteer students must pass such background investigations in order to volunteer, which shall include both a Criminal Background Check and Sex Offender Search. Navarro College shall be responsible for the conduct of its volunteer students.
- 13) Student volunteers will be responsible for their own transportation and health care needs in the performance of this Agreement. There will be no exchanges of monies between the Facility and the Program. Student volunteers shall be responsible for their own expenses of injury, illness, or hospitalization.
- 14) The Facility further agrees, to the extent allowed by law and without the waiver of any immunity or defense, as follows:
  - a. To retain responsibility for students who are screened.
  - b. To have no authority to dismiss program student volunteers without addressing the program.
- 15) The Parties agree the Program student volunteers will not engage in any form of medical care.
- 16) Both parties agree to comply with all applicable federal and state laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability, or because they are beneficiaries of government reimbursement programs including, but not limited to, Medicaid and Medicare.
- 17) All program students have signed Health Insurance Portability and Accountability Act (HIPAA) statements in their permanent program files. If applicable, program students will receive instruction from the facility on specific HIPAA rules pertinent to the Facility.
- 18) Contractual Relationship. Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture, or joint obligations between the parties. Each party retains the right to conduct its business as it sees fit. The parties shall, at all times, be deemed independent contractors/entities.
- 19) Disputes. If any dispute concerning any fact, interpretation, allowable costs, etc. arises during the performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the parties.
- 20) Notices to Parties. Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given: (1) if delivered by certified mail,

when deposited, postage prepaid, in the United States mail; or (2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

FWISD at:

Fort Worth Independent School District  
100 University Dr  
Fort Worth, TX 76107

With a copy to:

Fort Worth Independent School District  
Office of Legal Services  
Attn: OLS Legal Counsel  
100 N University Dr Suite SW 172  
Fort Worth, TX 76107

Navarro College at:

or such other address as later provided by a party through written notice to the other Party.

- 22) Venue; Governing Law. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted, and applied in accordance with, governed by, and enforced under, the laws of the State of Texas.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) 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.
- 28) Public Records – Program understands and agrees that FWISD is subject to the Texas Public Information Act and its limited exceptions. Upon a valid request under the TPIA for information




covered under this Agreement, FWISD will provide third-party notice to Program but assumes no other responsibility. It will be the responsibility of the Program to brief the Texas Attorney General on why certain information should be withheld from disclosure.

- 29) Signatory Representations. Each party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of each party has been duly authorized to act for and bind that party.

[Signature Page Follows]

Navarro College Health Professions Division and FWISD have reviewed the clinical affiliation agreement and agree to its terms.


This Agreement term is for 2 years, beginning September 1, 2022, through August 31, 2024.

  
\_\_\_\_\_  
Michael Steinert  
Assistant Superintendent  
Fort Worth Independent School District

7/26/2022  
\_\_\_\_\_  
Date

*Guy E Featherston*  
\_\_\_\_\_  
Guy Featherston, MS  
Dean of Health Professions  
Navarro College

06/21/22  
\_\_\_\_\_  
Date

  
By: \_\_\_\_\_  
Tobi Jackson  
Board President

\_\_\_\_\_  
Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE PARTNERSHIP AGREEMENTS BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND ONESIGHT ESSILORLUXOTTICA FOUNDATION TO PROVIDE PROFESSIONAL VISION CARE SERVICES TO STUDENTS**

**BACKGROUND:**

The Children’s Vision Program provides professional vision eye care services to under-resourced children in Fort Worth ISD (FWISD) through an annual grant and partnership agreements. The partnership agreement includes services for comprehensive eye exams and prescription eyeglasses at no cost to parents of FWISD. The agreement terms include a two (2) year term and an automatic renewal each year unless terminated by either party.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Partnership Agreement Between Fort Worth Independent School District and Onesight Essilorluxottica Foundation to Provide Professional Vision Care Services to Students
2. Decline to Approve Partnership Agreement Between Fort Worth Independent School District and Onesight Essilorluxottica Foundation to Provide Professional Vision Care Services to Students
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Onesight Essilor Luxottica Foundation

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Elementary and Middle Schools  
Student Support Services

**RATIONALE:**

The Program represents the joint effort of partners and FWISD to remove barriers that prevent under-resourced children from receiving quality vision care and provide those children with vision services at schools at no cost to parents or FWISD. In addition, the support received ensures school nurses meet the yearly state requirement to screen an estimated 31,000 students for possible vision problems.

**INFORMATION SOURCE:**

Cherie Washington

**ONESIGHT ESSILORLUXOTTICA FOUNDATION  
PARTNERSHIP AGREEMENT**

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THIS AGREEMENT (the “Agreement”) is entered into effect as of this 3rd of June, 2022 (“Effective Date”), by and between OneSight EssilorLuxottica Foundation, a Texas not-for-profit corporation, with its principal office at 13455 Branchview Lane, Dallas, Texas 75234 (“Foundation”), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district with its principal office at 100 N. University Dr., Fort Worth, Texas 76107 (“Partner” or “FWISD”). OnSight and Partner are collectively referred to as the “Parties” or individually as a “Party”.

**RECITALS**

WHEREAS, Foundation, among other things, operates a mobile clinic equipped with ophthalmic equipment (the “Mobile Clinic”) to serve the direct service program (“Program”), as detailed below;

WHEREAS, the Partner, among other things, is responsible for providing essential services to the Partner’s student base, including vision services; and

WHEREAS, the Parties desire to enter into an arrangement whereby Foundation will provide the Partner’s student base with certain vision services, subject to the terms and conditions herein.

NOW, THEREFORE, and in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency by which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**AGREEMENT**

**A. Scope and Overview**

1. The Program represents the joint efforts of Foundation and the Partner to remove barriers that prevent low-income children from receiving quality vision care and to provide those children with vision care services at schools on regular school days at no cost to parents or to FWISD.
2. The Parties have agreed to co-sponsor certain Program events using the Mobile Clinic to provide services to students in FWISD throughout the 2022-23 school year with a goal of serving middle schools through 6 mobile clinic events (the “Clinic(s)”). The Parties agree to promptly meet to discuss any circumstances that could lead to an increase or decrease in the number of Clinics by more than 20% for the then-current school year.

3. This proposed clinic schedule and the Foundation's ability to meet the above-mentioned commitments is dependent on the following stipulations:

- a. Clinic(s) will begin on October 19, 2022. Either Party reserves the right to delay the date of re-entry based on state and local guidance related to the COVID-19 outbreak and organizational indicators for staff safety.
- b. All Title 1 Middle Schools will be screened by Partner at a minimum of one to two (1-2) months prior to the scheduled clinic date with a focus on state-mandated screened grades (7). The program will incorporate additional grades to be screened based on availability.
- c. The Program is able to serve 50-64 students each clinic day. Students that are to be served must have a completed Consent Form.

4. Partner shall approve the use of all of the Foundation's established forms (consent, examination, prescription, patient care, referral, and others as shared), communication, and materials for Program use prior to implementation and use of such forms.

#### **B. Foundation Obligations**

1. Foundation agrees to make reasonable efforts to coordinate vision exams at no charge to eligible students or to FWISD.

2. Foundation will make reasonable efforts to provide Partner with established forms (consent, examination, prescription, patient care, referrals, and others as shared) in hard copy format, and/or electronic when available, along with electronic communication intended for nurses, principals, and parents, and materials for Program use within thirty (30) days of scheduled Clinic. No communications or materials will be utilized without prior written approval from Partner.

3. Foundation agrees to attend a nurse onboarding meeting no later than thirty (30) days prior to the first scheduled Clinic to provide training on Program forms, processes, and expectations. This can be either an in-person meeting or a conference call.

4. Foundation will make reasonable best efforts to confirm with Partner the scheduled Clinic(s) dates within forty-five (45) days prior to the start of the school year.

5. Foundation will notify Partner in writing of opportunities to reschedule Clinic(s) to an earlier date as they become available. Partner must consent to any new rescheduling dates.

6. Foundation agrees to secure the participation of contract optometrists and ophthalmologists ("Foundation Doctor") to provide vision examinations to eligible students (as defined below) during the Clinic. Each Foundation Doctor must:

- a. Be a fully licensed and Therapeutic Pharmaceutical Agent (TPA) certified optometrist or ophthalmologist certified by either the American Board of Ophthalmology (ABO) or the American Osteopathic Board of Ophthalmology and Otorhinolaryngology (AOBOO), in good standing the State(s) of his/her licensure, with no restrictions, limitations and/or probationary terms against such license; and
- b. Have professional malpractice insurance coverage.

7. Foundation agrees to provide certain approved materials as prescribed by any of the Foundation Doctors on the Mobile Clinic, and is reasonably medically necessary, at no charge to eligible students. Foundation defines vision examinations as a comprehensive vision exam in alignment with state-mandated examinations. Various tests may be performed during the course of the examination. Techniques that put light pressure on the eye may be implemented. Eye drops may also be used during the exam to enlarge the pupil allowing the doctor to see the inside part of the eye. These drops will not harm the eye or eyesight. Though the pupil will be larger than normal, it will return to its normal size within a few hours up to a full day. Foundation may improve upon the components of a vision examination, as desired.

8. Foundation will make reasonable best efforts to provide Partner campus representatives with Clinic report after completion of Clinic, to include: (a) manifest distance acuity; (b) exam outcome (glasses prescribed); (c) glasses status (made on clinic or sent to lab); and (d) glasses wear schedule.

9. Foundation agrees to provide a signed copy of the student's prescription, for distribution to parents and to file in the student's medical record upon written request.

10. Foundation agrees to maintain the following insurance coverage with Partner named as additional insured on General Liability and Auto Liability, Waiver of Subrogation applied to General Liability, Auto Liability and Workers Compensation, Primary and Non-Contributory on General Liability.

- a. General Liability with Sexual Abuse/Molestation Endorsement: \$2,000,000 Limits
- b. Auto with Hired and Non-Owned: \$1,000,000 Limits
- c. Professional/Medical Malpractice: \$1,000,000 Limits
- d. Workers Compensation – Statutory Limits
- e. Cyber Liability - \$1,000,000 Limits

11. Foundation shall conduct background investigations on each and every participant that it enlists to volunteer at the Clinic(s). All volunteers must pass such background investigation to volunteer, which shall include both a Criminal Background Check and Sex Offender Search. Foundation shall thereafter be responsible for the conduct of its volunteers.

12. Foundation may also participate in one or more community events hosted by the School District, or serve additional schools. Requests will be reviewed independently based on Mobile Clinic and staff availability.

**C. Partner Obligations**

1. Partner agrees to identify participating schools no later than thirty (30) days prior to the start of the school year.

2. Partner will make best efforts to identify back-up schools to participate in Program, to minimize Clinic cancellations.

3. Partner agrees to invite Foundation to the nurse onboarding meeting no later than forty-five (45) days prior to the first scheduled Clinic to review Program forms, processes, and expectations. This can be an in-person meeting or conference call.

4. Partner agrees to provide Foundation with contact information for participating schools, to include school Principal and Nurse. Contact information to include name, email, and primary phone number, to be received prior to the first scheduled Clinic.

5. After prior written approval, Partner agrees to utilize Foundation established forms (consent, examination, prescription, patient care, referrals, and others as shared) in electronic format, hardcopy where available, along with the distribution of electronic communication to nurses, principals, and parents, and materials for Program use.

6. Partner agrees to provide a location for the Clinic that will accommodate the Mobile Clinic, which bears the following dimensions: 13 feet (height), 40 feet (length), 10 feet (width), 32,000 pounds weight threshold or greater.

7. Partner understands and agrees that students treated on the Mobile Clinic at the Clinic must meet all of the following criteria in order to receive vision care services:

- a. Student must NOT have medical insurance that covers a vision exam and/or glasses, although the student MAY have Medicaid or CHIP;
- b. Student must participate in the free/reduced lunch program at school;
- c. Parent/Guardian must provide consent to care by completing the Consent Form; and
- d. Student must have failed a state-mandated vision screening within a year of the scheduled Clinic date.

8. Partner agrees to provide Foundation the number of returned Consent Forms no later than two (2) weeks prior to the scheduled Clinic.



9. Partner agrees to provide the following information to Foundation for all participating schools for students that have returned a valid hardcopy Consent Form:

- a. Name of Student
- b. Student ID# and Grade
- c. Student Date of Birth
- d. Student Gender
- e. Visual Acuity obtained on vision screening

10. Partner will also provide the following de-identified information to Foundation for all participating campuses:

- a. Total # of Failed Vision Screenings at school
- b. Total # of students referred to Foundation
- c. Total # of returned Consent Forms

11. Partner understands and agrees to comply with the following Program limitations:

- a. The current focus of the Program is on youth age 5-12 years old (grades K-5), with additional ages 13-14 (grades 6-8) based on need and interest of Partner. Additional grades can be served based on need and clinic capacity.
- b. Persons who do not provide a signed Consent Form, in electronic or hardcopy format, are not eligible to participate in the Clinic.
- c. A minimum of 25 signed Consent Forms are required to hold a Clinic(s), unless otherwise approved.
- d. Lost, stolen, or broken glasses are not covered by the Program and cannot be replaced. Program provides the prescription so the Partner or parent/guardian can source another pair of glasses at their own cost.

12. Partner agrees to implement where available, electronic Consent Form delivery, as a proven tactic to increase Program participation.

13. Partner shall conduct background investigations on each and every participant that it enlists to volunteer (eg. parent volunteer) on the Mobile Clinic and at the Clinic(s). All volunteers must pass such background investigation in order to volunteer, which shall include both a Criminal Background Check and Sex Offender Search. Partner shall thereafter be responsible for the conduct of its volunteers.

#### **D. Mutual Obligations**

1. In the event of any of the following circumstances, both Foundation and Partner reserve the right to reschedule or cancel a Mobile Clinic event: (a) A natural disaster or plague, epidemic, pandemic, outbreak of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, that either prevents the Mobile Clinic or Partner from attending

the Clinic, or to which the Program is responding to provide emergency relief; (b) unforeseen mechanical problems with the Mobile Clinic, or (c) extreme weather conditions.

2. The ability to reschedule a Clinic shall be in Foundation's sole and absolute discretion based on the Mobile Clinic confirmed schedule. Partner may cancel a Clinic upon 48 hour written notice to Foundation.

3. Parties shall periodically meet and assess the progress of the Program relationship.

4. Both Parties agree to protect student's Protected Health Information in accordance with all applicable laws governing storage, use, and/or protection of patient data, including without limitation, the requirements of Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA), to the extent applicable.

#### **E. Term/Termination**

1. This Agreement shall commence on the Effective Date and continue for one year thereafter (the "Initial Term"), which may renewed in additional one year terms by mutual written agreement of the Parties (each a "Renewal Term" and collectively the "Term").

2. After the Renewal Term expires, the Parties shall meet to talk about terms for the next year and any +/- 10% changes on the limit of kids or schools to be served.

3. Each Party reserves the right to provide thirty (30) day notice to terminate this Agreement and cancel the Clinic if such determines, in its sole discretion, that the other Party is not fulfilling its material obligations as herein defined; provided, however, the Party receiving notice shall have a reasonable opportunity to cure during the notice period. Either Party may terminate this Agreement for any, or no, reason upon ninety (90) day written notice to the other Party.

4. This partnership Agreement shall supersede and replace all prior partnership agreements and understandings, oral or written, between FWISD and Foundation regarding the ownership of the mobile clinic and ophthalmic equipment and supplies.

a. FWISD is the owner of the mobile clinic, upon termination of the agreement; Foundation will cease operation of the mobile clinic unless authorized to use by FWISD.

b. Foundation is the owner of all ophthalmic equipment and supplies aboard the mobile clinic. Upon termination of the agreement, Foundation will maintain ownership of all purchased ophthalmic equipment and supplies aboard the mobile clinic.

#### **F. Confidentiality**

1. Neither Party shall disclose to any third party, directly or indirectly, or use in any way that is adverse to the other Party's ("non-disclosing party") best interests, confidential information that either Party, has/have been provided with, or given access to, by the other Party. Both Parties shall promptly notify the other party of any inquiry or legal proceedings seeking disclosure

of confidential information. "Confidential Information" shall mean confidential and/or proprietary information, or access thereto which is unique, valuable and private concerning Foundation (including medical information of any student) and/or Partner, the disclosure of which would cause irreparable injury to the non-disclosing party.

2. Any data sharing between the Parties will be handled according to the Data Sharing Agreement and Process, hereby attached as Exhibit A

**G. Indemnification; Limitation of Liability**

1. Each Party agrees, to the extent allowed by law and without waiver of any immunity or defense, to indemnify, defend and hold harmless the other party, including affiliates, their officers, directors, employees, and/or authorized agents from any and all loss, lost income, liability, civil, criminal and regulatory claims, demands, and/or expense, of any nature or type whatsoever, known or unknown, and including attorneys' fees and damages arising from any third party claim related to: (a) the products provided or services rendered under this Agreement, but only to the extent the same are caused by the negligence or misconduct of that party, its agents or employees, during the performance of this Agreement; or (b) the failure to adhere that party's responsibilities with respect to background investigations its volunteers as set forth in this Agreement.

2. Except in the event of breach of confidentiality or in the event of fraud or willful misconduct, neither Party shall be liable under this Agreement for any: (i) indirect, incidental, special or consequential damages; or (ii) any direct damages in excess of the amounts paid by Partner to Foundation for services rendered for Clinics, arising out of or in connection with this Agreement.

**H. Notices**

All notices, other than day-to-day communications, shall be in writing and sent to the parties as follows:

If to Foundation: with copy to (which does not constitute notice):

OneSight EssilorLuxottica Foundation  
Attn: Emma Crews  
13455 Branchview Lane  
Dallas, TX 75234  
Email: emma.crews@essilorusa.com

OneSight EssilorLuxottica Foundation  
Attn: General Counsel  
13455 Branchview Lane  
Dallas, TX 75234  
Email: becky.palm@essilorusa.com

If to Partner: with a copy to:

Fort Worth Independent School District  
Attn: Michael Steinert

Fort Worth Independent School District  
Attn: Office of Legal Services

2801 Patino Rd, Room 117  
Fort Worth, TX 76112  
Email: Michael.steinert@fwisd.org

100 N. University Dr.  
Fort Worth, TX 76107

The parties will promptly notify each other of any changes of address for notice.

**I. Miscellaneous**

1. **Independent Contractor.** The relationship of the Parties is that of independent contractors and not employees or otherwise. Nothing in this Agreement shall be deemed to create any partnership, principal/agent, master/servant, or joint venture relationship between the Parties. Neither party is granted any authority to bind the other or otherwise act as the representative of the other, unless otherwise agreed upon in a separate writing by the Parties.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, superseding and extinguishing any and all prior or contemporaneous discussions, negotiations, understandings, communications and/or agreements. This Agreement may not be modified except by written instrument signed by both Parties.
3. **Survival.** All sections of this Agreement related to confidentiality and limitations of liability shall survive termination of this Agreement.
4. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their authorized successors and assigns. Except as expressly permitted hereunder, neither party shall assign, sublicense, charge or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of the other party.
5. **Unenforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining of the Agreement shall continue in full force and effect.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas.
7. **Counterparts.** This Agreement may be executed in counterparts, copies of which, when taken together, shall be deemed to be an original and shall be binding on the Parties hereto. Facsimile and electronic copies will constitute valid evidence of execution.

\* \* \*

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this OneSight EssilorLuxottica Foundation Partnership Agreement as of the Effective Date.

PARTNER

OneSight EssilorLuxottica Foundation

By: Michael Steinert 


By: 

Its: Assistant Superintendent

Its: Deputy Head of Direct Programs

Date: 7/26/2022

Date: 7/15/22

 By: \_\_\_\_\_  
Tobi Jackson  
Board President

\_\_\_\_\_  
Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE MINUTES FOR THE MAY 5, 2022 RACIAL EQUITY COMMITTEE MEETING**

**BACKGROUND:**

The Fort Worth Independent School District Board of Trustees approved the creation of the Racial Equity Committee. The purpose of the Racial Equity Committee is to develop policy, recommend priorities for addressing equity concerns, and review progress toward agreed upon targets. The Equity Committee also works with the community and businesses in a broader discussion about the impact of race, language, and culture on the local workforce, economy, and community.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Minutes for the May 5, 2022, Racial Equity Committee Meeting
2. Decline to Approve for the May 5, 2022, Racial Equity Committee Meeting
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Minutes for the May 5, 2022, Racial Equity 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Departments and Campuses in FWISD

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sherry Breed



**FORT WORTH ISD MISSION:**  
 PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
 COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

**Fort Worth Independent School District  
 Racial Equity Committee  
 Meeting Minutes**

**Thursday, May 5, 2022 at 5:00 p.m.**

**FWISD Teaching & Learning Center (TLC) 1050 Bridgewood Dr., Ft. Worth, TX 76112**

**Committee Members Present:** Hodges, Charles

Breed, Sherry	Garcia, Charlie	Hodges, Charles	Okweni, Johanah
Clark, Rickie	Grover, Barbara	Martinez, Roxanne	Phillips, Quinton
Cortez, Dawn	Hall, Dr. Mia	McKinney, Wanda	Walker, Dr. Carlos
Covington, Samantha			

**Committee Members Absent:**

Anderson, Sue	Garcia, Sandra	Masterson, Twyla	Poullard, Precious
Benavidez, Dr. Dorene	Herrera, Alfonso	Mattingly, Dr. Cissy	Sorensen, Dr. Marcy
Chavez, Aracely	Jones, Ebony	Moss, Christene	West, Bill
Cytron-Walker, Adena	Jones, Dr. Trevon	Nickerson, Porshe	Williams, Dr. Jared
Darr, Anne	Krochmal, Dr. Max	Piñon, Lizdelia	
Flores, Rudi	Luebanos, Anael	Poullard, Eric	

**Guest Speakers::**

McKenzie, Andy	Naughton, Mike	Saenz, David	
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**CALL TO ORDER:**

- The meeting was called to order at 5:05 p.m.
- Minutes from prior meeting approved by consensus. Motion: Hodges/Second: Breed.
- Protocol was reviewed for the meeting.

**DISCUSSION ITEMS:**

- 1) Presentation and discussion -  
*“Enrollment Trends in FWISD: Student Retention and Recruitment”*  
 (Presenters: Andy McKenzie, David Saenz, Mike Naughton)



- Presenters shared data trends in population growth of Fort Worth, birth rates, FWISD enrollment, Kindergarten enrollment, and growth of Charter school enrollment.
  - Pre-pandemic, numbers were going up, but since then, ADA has declined.
  - City of Fort Worth growth doesn't align with district growth because the city growth is occurring outside FWISD (EX: Northwest Fort Worth, Crowley, Keller, etc.)
  - District demographics have changed very little
  - FWISD has lost approximately 10,000 students in about 7 years.
  - Greatest decreases occur at the transition from 5<sup>th</sup> to 6<sup>th</sup> grades.
- With all of this in mind, the REC members were asked about the implications of the data, and what the District can/should do to address it.

Suggestions were:

- We need to be better at letting the community know about the positive things that are happening in the district.
- Many people don't know about our Programs of Choice and other programming options in the District.
- Advanced Academics, CTE, Arts, - these are things that we have that charters do not. We need to tell our story better.
- Launch an internal communications campaign.
- During New Teacher week – share information about the POCs so they know about options for students.
- Increase the frequency of parent meetings and events where this information is shared regarding what programs FWISD has to offer.
- Have district ambassadors that take our story out to the community. (Chambers of Commerce, Real Estate organizations, etc.)
- Invest in athletic programs. Currently, we are not competitive with other districts.

**ADJOURN:** Meeting adjourned at 6:34 p.m.

Signed:  Date: 6/8/22  
 Mr. Quinton "Q" Phillips, Chair

/bg

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**        **APPROVE 2022 - 2023 FORT WORTH INDEPENDENT SCHOOL DISTRICT COMPENSATION MANUAL**

**BACKGROUND:**

The Fort Worth ISD Compensation Manual serves as a guide to administer salaries and other compensation in an equitable manner and to assist the District in the recruitment and retention of its employees. The Compensation Manual is a working document that is normally updated throughout the school year as changes become necessary due to deletion, modification, and additions of job types and/or for other compensation-related reasons. After Board approval, the 2022 - 2023 Compensation Manual will be available to review on the Fort Worth ISD website. The hyperlink will give the user access to the [Drafted 2022-2023 Compensation Manual](#) with Executive Summary.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve 2022 - 2023 Fort Worth Independent School District Compensation Manual
2. Decline to Approve 2022 - 2023 Fort Worth Independent School District Compensation Manual
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2022 - 2023 Fort Worth Independent School District Compensation Manual

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

No Cost                                Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Talent Management, Compensation, and Employee Records

**RATIONALE:**

A Compensation Manual is required for the effective and efficient administration of salaries, extra duty pay, and stipends. It also serves as a valuable resource for employees to better understand how compensation is calculated and/or determined.

**INFORMATION SOURCE:**

Raúl Peña

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**August 23, 2022**

**TOPIC:        **APPROVE FIRST 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 First Reading- Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)
2. Decline to Approve First Reading- Revisions to Board Policies EHAA(LOCAL) and FFG(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve First 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 August 23, 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](#)<sup>1</sup>;
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]

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<sup>1</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

## CONSENT AGENDA ITEM

### BOARD MEETING

August 23, 2022

**TOPIC:** APPROVE WAIVING FIRST READING AND APPROVE BOARD POLICIES DMA(LOCAL), EHB(LOCAL) AND EHBAA(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.

Districts are required to adopt policies DMA(LOCAL), EHB(LOCAL) and EHBAA(LOCAL) by August 2022.

#### **Policy recommendations:**

- DMA(LOCAL): new standard TASB policy: Senate Bill 1267 (Regular Session) requires the Board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.
- EHB(LOCAL): New standard TASB policy requiring the District to provide regular training opportunities for teachers of students with dyslexia is recommended to meet Texas Education Agency (TEA) policy requirements for the ongoing TEA special education cyclical monitoring reviews.
- EHBAA(LOCAL): New standard TASB policy requiring the District to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child’s third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education cyclical monitoring reviews.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Waiving First Reading and Approve Board Policies DMA(LOCAL), EHB(LOCAL) and EHBAA(LOCAL)
2. Decline to Approve Waiving First Reading and Approve Board Policies DMA(LOCAL), EHB(LOCAL) and EHBAA(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Waiving First Reading and Approve Board Policies DMA(LOCAL), EHB(LOCAL) and EHBAA(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 August 23, 2022  
BOARD MEETING**

- **DMA(LOCAL):** new standard TASB policy: Senate Bill 1267 (Regular Session) requires the Board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.
- **EHB(LOCAL):** New standard TASB policy requiring the District to provide regular training opportunities for teachers of students with dyslexia is recommended to meet Texas Education Agency (TEA) policy requirements for the ongoing TEA special education cyclical monitoring reviews.
- **EHBAA(LOCAL):** New standard TASB policy requiring the District to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education cyclical monitoring reviews.

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC: APPROVE BUDGET AMENDMENT TRANSFERRING FUNDS FROM CONSTRUCTION PROJECTS TO PROGRAM CONTINGENCY IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On July 17, 2018, the Board of Education (BOE) approved the budget for the 2017 Capital Improvement Program which reflected the allocation of revenues and expenditures that supported the proposition that was approved by the voters. On April 9, 2019, the Board of Education approved utilizing the escalation funds for proper scope allocation and recognizing the higher costs due to market conditions over time of delivery projects as contrasted with the generation of the program budget.

As construction projects are completed it is customary to transfer any remaining funds to a program contingency account. This budget amendment request is to transfer remaining funds of completed projects to the program contingency.

Org No.	School Name	Current Budget	Changes	Revised Budget
001	Amon Carter-Riverside High School	\$54,507,967.00		\$54,507,967.00
002	Arlington Heights High School	\$54,816,915.00		\$54,816,915.00
003	South Hills High School	\$54,749,543.00		54,749,543.00
004	Diamond Hill-Jarvis High School	\$30,861,075.00		\$30,861,075.00
005	Dunbar High School	\$35,235,737.00		\$35,235,737.00
006	Eastern Hills High School	\$52,541,225.00		\$52,541,225.00
008	North Side High School	\$36,732,107.00		\$36,732,107.00
009	Polytechnic High School	\$53,019,241.00		\$53,019,241.00
010	Paschal High School	\$44,909,704.00		\$44,909,704.00
011	Trimble Tech High School	\$44,571,761.00		\$44,571,761.00
014	Southwest High School	\$44,887,377.00	(1,309,597.00)	\$43,577,780.00
015	Western Hills High School	\$34,450,339.00		\$34,450,339.00
016	O.D. Wyatt High School	\$47,604,751.00		\$47,604,751.00
071	Benbrook Middle School/High School	\$30,414,072.00	(1,487,233.00)	\$28,926,839.00
082	Texas Academy of Biomedical Sciences	\$4,000,000.00		\$4,000,000.00
083	Young Men's Leadership Academy	\$39,440,898.00		\$39,440,898.00
084	World Languages Institute	\$1,000,000.00		\$1,000,000.00
171	Tanglewood Elementary School*	\$6,227,267.00	(822,978.00)	\$5,404,289.00

176	Waverly Park Elementary School	\$2,340,510.00	(80,679.00)	2,259,831.00
229	Overton Park Elementary School	\$31,560,875.00	(1,445,769.00)	\$30,115,106.00
	Escalation	\$2,058,431.00		\$2,058,431.00
	Program Contingency		\$5,146,256.00	
	Reimbursement Resolution	\$7,895,000.00		\$7,895,000.00
	Land	\$8,204,780.00		\$8,204,780.00
	Admin/Operational Costs	\$19,591,675.00		\$19,591,675.00
	Owners Representative Mobilization	\$318,530.00		\$318,530.00
	Other/Debt Costs	\$7,795,220.00		\$7,795,220.00
	2017 CIP Grand Total	\$749,735,000.00		\$749,735,000.00

\*Tanglewood Elementary School project was allocated \$1 million from the 2013 Bond Program.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Budget Amendment Transferring Funds from Construction Projects to Program Contingency in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

CIP 2017                              671-81-6629-XXX-999-99-000-000000

**COST:**

The adjustment of the budget between construction projects and the program contingency will be made as indicated on the table above.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program

**RATIONALE:**

The intent of this board agenda item is to present to the Board of Education the transfer of funds from construction projects to program contingency funds in conjunction with the 2017 Capital Improvement Program.

**INFORMATION SOURCE:**

Joseph Coburn

**CONSENT AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC: 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**

**BACKGROUND:**

On September 25, 2018, the Board of Education (BOE) approved entering contracts for JOC HAZMAT Abatement Services for the 2017 Capital Improvement Program (CIP) (CSP #19-002). On December 10, 2019, the Board of Education approved entering a contract for JOC HAZMAT Abatement Services at Western Hills High School with DWW ABATEMENT, Inc. in an amount not-to-exceed of \$711,425.

Purchase Order Number	32000139	32100152	Total
Original Contract Amount:	\$485,039.36	\$101,225.97	\$586,265.33
Final Deductive Change Order:	(\$17,252.28)	(\$9,067.00)	(\$26,319.28)
Final Contract Amount:	\$467,787.08	\$92,159.97	\$559,947.05
Previously Paid:	\$444,397.72	\$87,557.91	\$531,949.69
Final Retainage Payment Due:	\$23,389.36	\$4,608.00	\$27,997.36

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

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

**COST:**

\$27,997.36

**VENDOR:**

DWW ABATEMENT, Inc.

**PURCHASING MECHANISM:**

**Not a Purchase**

*Bid/Proposal Statistics*

Bid Number: 19-100

Number of Bid/Proposals received: 6

HUB Firms: 6

Compliant Bids: 6

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

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program  
Western Hills High School

**RATIONALE:**

DWW ABATEMENT Inc., has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement. The work has been inspected by Alpha Testing, 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

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE PURCHASE OF A STRUCTURED LITERACY PROGRAM AND TRAINING**

**BACKGROUND:**

As part of the District’s focus on early literacy and through an audit of current literacy resources and practices, we recognize the need for intensive literacy support in structured literacy instruction. Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. The District has provided targeted professional development for Kindergarten through 2<sup>nd</sup> Grade teachers in structured literacy for the past two years to support the acquisition of foundational literacy skills. This support will include professional learning for special education inclusion and resource teachers to provide intensive structured literacy instruction for students in grades Kindergarten through 5<sup>th</sup> Grade.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of a Structured Literacy Program and Training
2. Decline to Approve Purchase of a Structured Literacy Program and Training
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a Structured Literacy Program and Training

**FUNDING SOURCES:       *Additional Details***

ESSER Fund	282-13-6299-015-XXX-24-950-000155-22F32.....	\$150,000
ESSER Fund	282-11-6399-015-XXX-24-950-000155-22F32.....	\$76,500

**COST:**

\$226,500

**VENDOR:**

Neuhaus

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 21-083-F  
Number of Bid/Proposals received: 71  
HUB Firms: 11  
Compliant Bids: 71

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All Elementary Campuses

**RATIONALE:**

Data suggests that 50%-75% of students require a structured literacy approach when learning to read. This resource will provide the essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

**INFORMATION SOURCE:**

Marcey Sorensen





Exhibit A

Company Address 4433 Bissonnet  
Bellaire, TX 77401-3233  
US  
Phone (713) 664-7676

Created Date 6/30/2022  
Expiration Date 8/31/2022  
Quote Number QUO-0006359

Contact Name Marcey Sorensen  
Phone (817) 814-2442  
Email marcey.sorensen@fwisd.org

Prepared By Cathie Fisher  
Phone (713) 664-7676  
Extension 208  
Email cfisher@neuhaus.org

Account Name Fort Worth ISD  
Quote Name Hybrid - RR AAR OLLC SS Virtual RRK1L  
RRK2L- K-2 SPL Course Pathway 2022 - Fort  
Worth ISD  
Quote To 100 N. University  
Fort Worth, TX 76107

Product	Quantity	Sales Price	Total Price
Reading Readiness (2 Day)	150.00	\$335.00	\$50,250.00
Materials: Reading Readiness Class	150.00	\$140.00	\$21,000.00
Materials: Reading Readiness Kit 1 Laminated	150.00	\$50.00	\$7,500.00
Materials: Reading Readiness Kit 2 Laminated	150.00	\$55.00	\$8,250.00
Accurate and Automatic Reading - First Instruction (2 Days)	150.00	\$335.00	\$50,250.00
Materials: Accurate & Automatic Reading Classes (In House & Remote)	150.00	\$165.00	\$24,750.00
Oral Language & Listening Comprehension (1 Day)	150.00	\$165.00	\$24,750.00
Materials: Oral Language & Listening Comprehension Class	150.00	\$40.00	\$6,000.00
Scientific Spelling (1 Day)	150.00	\$165.00	\$24,750.00
Materials: Scientific Spelling Class	150.00	\$60.00	\$9,000.00
<b>Grand Total</b>			<b>\$226,500.00</b>

**Professional Learning Descriptions**

This plan provides 150 units of teacher professional development in Live Virtual classes, teacher materials, and reproducible student pages for Reading Readiness, Accurate and Automatic Reading, Oral Language and Listening Comprehension, and Scientific Spelling, and Reading Readiness student materials for small group intervention of up to four students at one time.

**Reading Readiness Live Virtual**

Research has demonstrated the importance of phonological awareness, letter recognition, and oral language in the acquisition of reading and spelling skills. Once students understand the sound structure of spoken language and can instantly name letters, they are ready to learn how sounds map onto letters. This knowledge builds their ability to decode unfamiliar words. Comprehension is developed through listening and retelling.

In Reading Readiness, participants learn 1) the foundational skills that are necessary to become fluent readers and accurate spellers, 2) hands-on, multisensory activities to teach and reinforce these skills, 3) strategies for building instant recognition of words with reliable and unexpected pronunciations, and 4) the importance of explicit and systematic



handwriting instruction to spelling and writing. Day two of class allows for additional focus on a structured approach to oral language instruction and lesson planning.

Audience: Grade K-2 Teachers

Objective: Focused instruction on specific needs; Tier II instruction; Tier III instruction; Reading Workstations

Alignments: <https://www.neuhaus.org/document/doc?id=250>

Hours: 12 hours (2 days)

Materials: Reading Readiness; Story Retelling with desk; plastic alphabet letters; alphabet mat and arc; alphabet strip; mirrors; sound cards, Reading Readiness Virtual Handout

#### Reading Readiness Kit 1 - Laminated

(6 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the master documents in the Reading Readiness manual plus plastic alphabet letters. Kit contains:

- 4 11x17-inch matching mats and arcs
- 6 matching cards
- 4 sets of plastic alphabet letters
- 16 rapid letter recognition charts

#### Reading Readiness Kit 2 - Laminated

(5 per kinder teacher, 1 per first grade teacher, 1 per second grade teacher)

This kit for working with a group of four students contains materials reproduced from the master documents in the Reading Readiness manual plus sound cards and mirrors. Kit contains:

- 4 letter cards
- 4 sound boards
- 9 instructional cards
- 4 sets of 6 Say It and Move It cards
- 4 mirrors

#### Accurate and Automatic Reading Live Virtual

Accurate and Automatic Reading is a professional learning course focused on building essential foundational word identification skills through explicit, systematic instruction of the structure of the English language with supporting reading practices.

- Deliver effective, evidence-based decoding lessons
- Learn strategies to help students accurately read words and how to attach meaning to the words
- Practice and plan evidence-based 30-minute decoding lessons

Audience: Appropriate for Kindergarten - 2nd-grade classrooms

Objective: Tier I Structured Literacy Decoding instruction

Alignments: <https://www.neuhaus.org/wp-content/uploads/AAR-First-Instruction-Standards.pdf>

Hours: 12 hours (2 days)

Materials: Accurate and Automatic Reading manual including reproducible reading practice pages for each lesson;

Reading Decks (one each): Regular word deck, Irregular word deck, Word-part deck; Sample lessons plans for three weeks of instruction; Accurate and Automatic Reading First Instruction for Kindergarten-2nd Grade Virtual Handout

#### Oral Language & Listening Comprehension Virtual (1 day)

Oral language is the foundation of comprehension. In the early grades, comprehension is best developed through listening.

In Oral Language & Listening Comprehension, participants learn 1) the importance of oral language and listening comprehension to skilled reading comprehension, 2) activities that develop oral language and comprehension, 3) assessment of students' oral language through naming and story retelling, and 4) the elements of narrative and expository text that support comprehension.

Audience: Grade K-2 Teachers

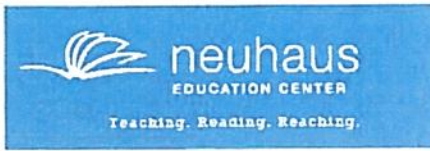
Objective: Focused instruction on specific needs; Tier II instruction

Alignments: <https://www.neuhaus.org/wp-content/uploads/Oral-Lang-Listening-Comp-Standards.pdf>

Hours: 5.5 hours

Materials: The Colors and Shapes of Language with CD

#### Scientific Spelling Live Virtual



Students' spelling errors demonstrate what they know and need to know about sounds and letter patterns to develop accurate spelling. By addressing specific needs, students improve their accuracy and learn how to spell for a lifetime. In Scientific Spelling, participants learn how to analyze spelling errors and plan instruction to target students' specific needs. Instruction for participants will include 1) phonemic awareness, 2) reliable spelling patterns and rules, and/or 3) strategies for learning words with unexpected spelling. Participants also engage in collaborative activities that extend their learning and can be presented to their students.

Audience: Grade 1-8 Teachers

Objective: Focused instruction for specific needs; Tier II instruction; Daily Word Work

Alignments: <https://www.neuhaus.org/wp-content/uploads/Scientific-Spelling-Standards.pdf>

Hours: 5.5 hours

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE PURCHASE OF PK-5 SPANISH READING INTERVENTION CONSUMABLES AND KITS FOR DUAL LANGUAGE CLASSROOMS****

**BACKGROUND:**

District Northwest Evaluation Association (NWEA) MAP and the State of Texas Assessments of Academic Readiness (STAAR) data indicate that Spanish reading intervention is needed in grades PK-5. In 2021 - 2022, students in Dual Language classrooms utilized an authentic Spanish reading intervention program in order to demonstrate growth in reading targets. This material served as a supplement core curriculum tool to accelerate the process of learning to read and comprehend in Spanish. This purchase replenishes the consumable materials used last year, as well as a small number of new kits. It also provides for continued professional learning to ensure effective implementation.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of PK-5 Spanish Reading Intervention Consumables and Kits for Dual Language Classrooms
2. Decline to Approve Purchase of PK-5 Spanish Reading Intervention Consumables and Kits for Dual Language Classrooms
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

**Additional Details**

Special Revenue	263-11-6399-0D3-XXX-25-590-000000-23F90.....\$303,260
	263-13-6299-0D6-999-25-590-000000-23F90.....\$19,200

**COST:**

\$322,460

**VENDOR:**

Estrellita

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

***Bid/Proposal Statistics***

Bid Number: 21-088

Number of Bid/Proposals received: 12

HUB Firms: 3

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. 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

West Handley Elementary	Burton Hill Elementary	Carroll Peak Elementary	Carter Park Elementary	Manuel Jara Elementary
George Clarke Elementary	Lily B. Clayton Elementary	E.M. Daggett Elementary	Mendoza Elementary	De Zavala Elementary
Diamond-Hill Elementary	S.S. Dillow Elementary	Eastern Hills Elementary	East Handley Elementary	C.C. Moss Elementary
Harlean Beal Elementary	Glen Park Elementary	W.M. Green Elementary	Greenbriar Elementary	Van Zandt-Guinn Elementary

Hubbard Heights Elementary	H.V. Helbing Elementary	Kirkpatrick Elementary	Meadowbrook Elementary	D. McRae Elementary
M.H. Moore Elementary	Morningside Elementary	Charles Nash Elementary	North Hi Mount Elementary	Oakhurst Elementary
Natha Howell Elementary	Oaklawn Elementary	A.M. Pate Elementary	M.L. Phillips Elementary	Luella Merrett Elementary
Versia Williams Elementary	Maudrie Walton Elementary	Sam Rosen Elementary	Sagamore Hill Elementary	Richard Wilson Elementary
South Hi Mount Elementary	South Hills Elementary	Springdale Elementary	Sunrise McMillan Elementary	W.J. Turner Elementary
Washington Heights Elementary	Waverly Park Elementary	Westcliff Elementary	Westcreek Elementary	Western Hills Elementary
Worth Heights Elementary	David K. Sellars Elementary	T.A. Sims Elementary	Woodway Elementary	Lowery Road Elementary
Alice Contreras Elementary	Western Hills Elementary Primary	Clifford Davis Elementary	Cesar Chavez Elementary	Bonnie Brae Elementary
Seminary Hills Elementary	Dolores Huerta Elementary	Literacy Department	Multilingual Education Department	Early Learning Department

**RATIONALE:**

Additional consumable material and kits are needed to continue the use of the authentic Spanish reading intervention materials in Dual Language classrooms in grades PK-5. Continuous professional learning opportunities are needed to support effective implementation of the Spanish reading intervention for teachers, instructional coaches, and administrators.

**INFORMATION SOURCE:**

Marcey Sorensen



Estrellita  
 Call: (303) 779-2610  
 FAX: (303) 779-2640  
 E-mail: info@estrellita.com

Quote #R24120 / Date:

August 9, 2022

**Billing Details**

FortWorth SD  
 FWISD  
 100 N. University DR.  
 Mailroom  
 Fort Worth, TX 76107  
 info@estrellita.com

**Shipping Details**

Fort Worth SD  
 FWISD Textbooks  
 2224 Lancaster Avenue  
 Fort Worth, TX 76103

This is a quote only >and is valid for 30 days. To place your order online you can click the Complete Purchase link in the email that was sent to you or email your PO to [info@estrellita.com](mailto:info@estrellita.com). All purchases are net 30 days from the date of shipment. If you have any questions regarding your estimate or our products, please call (303) 779-2610 or email us. Thank you for your interest in Estrellita! We look forward to working with you.

**Order Details**

Qty Product	Item Price	Line Total
10 x PreK Early Literacy Program	\$749.00	\$7,490.00
88 x PreK Consumables & Membership Package	\$268.00	\$23,584.00
29 x K-1 Accelerated Program	\$969.00	\$28,101.00
216 K-1 Consumables & Membership Package x	\$308.00	\$66,528.00
216 K-1 Cuaderno de Tarea: Sonidos and Blending x	\$129.00	\$27,864.00
30 x Lunita Program	\$699.00	\$20,970.00
229 Lunita Consumables x	\$449.00	\$102,821.00
25 x Escalera Teacher Bundle	\$189.00	\$4,725.00
	<b>Subtotal</b>	282,083.00
	Sales Tax	0.00
	<b>Shipping</b>	21,177.00
	<b>Grand Total</b>	<b>\$303,260.00</b>

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Estrellita  
 Call: (303) 779-2610  
 FAX: (303) 779-2640  
 E-mail: info@estrellita.com

August 18, 2022

Cloris Rangel  
 Fort Worth ISD  
 100 N University  
 Suite NW 140-E  
 Fort Worth, TX 76107

**2022-2023 Budget Details**

	<u>Item Price</u>	<u>Line Total</u>
2 x K-1 On-Site Professional Development	\$3,200.00	\$6,400.00
2 x PreK On-Site Professional Development	\$3,200.00	\$6,400.00
2 x Lunita/Escalera On-Site Professional Development	\$3,200.00	\$6,400.00
<b>Grand Total</b>		<b>\$19,200.00</b>



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE PURCHASE OF HIGH IMPACT TUTORING SERVICES**

**BACKGROUND:**

House Bill 4545 became effective June 2021 establishing the required supplemental accelerated instruction for students who did not pass the State of Texas Assessments of Academic Readiness (STAAR). A district must provide accelerated instruction to any student that fails to perform satisfactorily on 3-8 STAAR Math/Reading or an EOC (End-of-Course) assessment. It mandates that accelerated instruction take place, in the applicable subject area, during the subsequent summer or the following school year. The Texas Education Agency (TEA) recommends High Impact Tutoring, as there is robust evidence that High Impact Tutoring is an effective way to increase learning gains. Fort Worth Independent School District will implement a High Impact Tutoring Initiative beginning September 12, 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. Schools were given the choice to outsource tutoring service or develop campus based tutoring plans. The attached contract items are for the schools that are selected to outsource tutoring services. This is an ESSER funded initiative.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of High Impact Tutoring Services
2. Decline to Approve Purchase of High Impact Tutoring Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of High Impact Tutoring Services

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

ESSER Fund                               282-11-6299-0XL-XXX-24-950-000000-22F32

**COST:**

\$5,626,831

**VENDOR:**

The cost by vendor name is the following:

<b><u>Vendor Name:</u></b>	<b><u>Cost:</u></b>
Above & Beyond Learning.....	\$923,760
Beacon Hill Preparatory.....	\$233,700
FEV Tutor.....	\$158,508
Hey Tutor, Inc.....	\$1,883,500
Intervene.....	\$586,179
Studentnest.....	\$190,836
University Instructors.....	\$1,650,348

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 22-018  
 Number of Bid/Proposals received: 37  
 HUB Firms: 4  
 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. The vendors listed above have been selected to support these purchases.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

**Above & Beyond Learning, Inc.**

William James Middle School  
 Kirkpatrick Middle School  
 Meacham Middle School  
 William Monnig Middle School  
 Rosemont Middle School  
 Stripling, W.C. Middle School  
 D. McRae Elementary School

**Beacon Hill Preparatory Institute**

Morningside Elementary School  
 Natha Howell Elementary School

Edward J. Briscoe Elementary School

**FEV Tutor**

W.M. Green Elementary School

Versia L. Williams Elementary School

Clifford Davis Elementary School

**HeyTutor, Inc.**

Benbrook Elementary School

West Handley Elementary School

Carroll Peak Elementary School

Manuel Jara Elementary School

George C. Clarke Elementary School

Hazel Harvey Peace Elementary School

Rufino Mendoza Elementary School

S.S. Dillow Elementary School

Eastern Hills Elementary School

East Handley Elementary School

Christene C. Moss Elementary School

Hubbard Heights Elementary School

H.V. Helbing Elementary School

M.H. Moore Elementary School

North Hi Mount Elementary School

A.M. Pate Elementary School

Mary Louise Phillips Elementary School

Ridglea Hills Elementary School

Luella Merrett Elementary School

Maudrie M. Walton Elementary School

Sagamore Hill Elementary School

South Hi Mount Elementary School

South Hills Elementary School

Sunrise-McMillan Elementary School

Waverly Park Elementary School

Westcliff Elementary School

Westcreek Elementary School

Western Hills Elementary School (Grade 2-5)

David K. Sellars Elementary School

J.T. Stevens Elementary School

Atwood McDonald Elementary School

Riverside Applied Learning Center (ALC)

Bill J. Elliott Elementary School

Westpark Elementary School

T.A. Sims Elementary School

Woodway Elementary School

Lowery Road Elementary School

Alice D. Contreras Elementary School  
Western Hills Primary  
Cesar Chavez Elementary School  
Seminary Hills Park Elementary School

**Intervene**

Carter Park Elementary School  
Harlean Beal Elementary School  
Glen Park Elementary School  
Oaklawn Elementary School  
Richard J. Wilson Elementary School

**Studentnest, Inc.**

Elder, J.P. Middle School  
W.J. Turner Elementary School  
Washington Heights Elementary School

**University Instructors**

Daggett, E.M. Middle School  
Wedgwood 6th Grade  
Meadowbrook Middle School  
Morningside Middle School  
Wedgwood Middle School  
Leonard Middle School  
Burton Hill Elementary School  
Milton L. Kirkpatrick Elementary School  
Charles E. Nash Elementary School  
Sam Rosen Elementary School  
Bruce Shulkey Elementary School

**RATIONALE:**

The High Impact Tutoring Initiative encourages tutoring before, after, or during the school day, to accelerate student learning. Approving this item will ensure Fort Worth Independent School District meets mandated TEA requirements for supplemental accelerated instruction. Students who did not meet performance standards on 3-8 STAAR Math and/or Reading will receive targeted support, according to individual student needs. This initiative ensures House Bill 4545 requirements are met, with the purpose of increasing student achievement.

**INFORMATION SOURCE:**

Marcey Sorensen



**UNIVERSITY INSTRUCTORS LLC®**  
A Public Consulting Group Company

"Exhibit A"

## Sales Quote

Quote remains valid for four (4) weeks from date indicated.

For Additional Information, contact:

University Instructors LLC  
P. O. Box 3074  
Staunton, VA 24402-3074  
Tel. 888-826-1250, Fax. 800-276-0305  
<http://ui.pcgus.com>  
[uipcginfo@pcgus.com](mailto:uipcginfo@pcgus.com)

Date	Quote Number
07/18/2022	#dconaway-0
Quoted to Client:	
Jelmie Rodriguez Extended Learning & Summer School Programs Coordinator <a href="mailto:jeimie.rodriguez@fwisd.org">jeimie.rodriguez@fwisd.org</a> Fort Worth ISD	

**Submitted By:**  
Dan Conaway  
[dconaway@pcgus.com](mailto:dconaway@pcgus.com)

Description	Amount
<p>TutorEd Intervention Services</p> <p>Program Overview and Academic Focus: University Instructors, LLC ("UI") will provide intensive intervention virtual support for ELA, Math and other content areas as needed. This in person and/or virtual instructional program will be for students identified by school leadership and will include both synchronous and asynchronous instructional support.</p> <ul style="list-style-type: none"> <li>Program Location(s): Fort Worth ISD identified schools</li> <li>Estimated Schedule: TBD based on campus individual schedule and need</li> <li>Content: Math, Reading and other content area as needed</li> <li>Total Instructional Support Hours: Estimated 18,648 hours; (1,554 preliminary identified students in 1:3 ratio receiving 36 hours of instruction each)</li> <li>Cost: \$88.50/hour x 18,648 hours: \$1,650,348.00</li> <li>Design, Coordination, Program Management, Logistic, Data-Review, Training: Included in RFP Rate</li> <li>Total: \$1,650,348.00</li> </ul> <p>Objectives include:</p> <ul style="list-style-type: none"> <li>Improve academic skills as aligned to State DOE standards for the content and grade level selected.</li> <li>Create student individualized instruction using best practices of small group ratio, while creating an enhanced and collaborative teaching and learning atmosphere by providing the teaching staff with additional support and alignment for growth. Progress monitoring               <ul style="list-style-type: none"> <li>Will work with schools/locations to evaluate date and resources to establish objectives, align instructional support and track student progress.</li> </ul> </li> <li>Implement strategic scheduling to ensure time on task on standards, as well as dynamic opportunities for supplemental instructional time for students.               <ul style="list-style-type: none"> <li>Deliver effective tutor/instructor management and training to align with district learning strategies and curriculum plan.</li> </ul> </li> <li>All programs are supported and managed by a diverse, experienced program management team to ensure clear communication, consulting, feedback and effectiveness.</li> </ul>	1,650,348.00
<b>Total:</b>	<b>\$1,650,348.00</b>

"Exhibit A"



**MONIKA JOSHI**  
President and CEO

**CHANDER JOSHI**  
Vice President

**Dr. BRAD HUFF**  
Vice President for Educational Programs

## **AGREEMENT TO PROVIDE SERVICES**

**Between**

**Fort Worth ISD (FWISD)**

**&**

**Studentnest, Inc. (dba: Studentnest.com) (SN)**

**Date of Contract: July 18, 2022**

**SN hereby agrees to:**

1. SN will provide the following services for tutoring support:
  - a. At sites identified by FWISD.
  - b. Tutoring shall be provided in person or virtually, at the request of FWISD.
  - c. Tutoring will be provided during time to be identified by FWISD.
2. Provide reports to FWISD on student attendance/participation on a regular basis (weekly).
3. Provide any other reports in a reasonable time to FWISD upon request.
4. SN will provide a license to its mobile app, LOTUS, for each student assigned to SN under this Contract.
5. SN will keep any and all data obtained as part of this Agreement completely confidential.
6. SN shall provide an insurance certificate identifying FWISD as "additionally insured."
7. SN staff shall follow all COVID-19 protocols identified and required by FWISD.

**FWISD hereby agrees to:**

1. Provide a list of all students who will be given services.
2. Provide Computer and Internet access to students at its own expense, if needed.
3. Provide supervision during sessions at school sites.
4. If available, FWISD will provide a copy of any and all school books utilized by FWISD (hard copy or via online access) to ensure SN has the necessary material to provide the best possible service.
5. Provide all supplies to the students as needed or required.
6. It shall be the responsibility of FWISD to ensure compliance with all COVID-19 protocols of the County and State.

**Proposal**

1. The 30-minute rate shall be \$34.88/hr. for 3:1.
2. The total for the contract shall not exceed \$190,836. Any adjustment above this total must first be approved by FWISD.

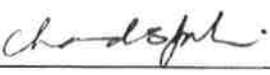
3. SN will tutor the # of students as follows:
  - a) 044 Elder, J.P. MS = 140 students
  - b) 172 W. J. Turner ES = 49 students
  - c) 175 Washington Heights ES = 39
4. Tutoring will be for 24 instructional weeks
5. Tutoring shall be for 3 times per week, per student, for a total of 36 hours per academic tutoring intervention
6. Access to a computer and the Internet is the responsibility of FWISD and the Student. SN will not be responsible for providing computers and/or Internet.
7. Any requests for additional staff or hours are at the discretion of FWISD. However, if additional staffs are required, SN must be provided sufficient time to provide staff that has had a proper DOJ/FBI background check, along with TB/COVID-19 clearance prior to providing services.

**Period of Service** – The service period is from September 12, 2022 thru April 28, 2023. Service period may only be extended with prior approval from both parties.

All documents are to be forwarded to the following addresses:

Studentnest.com  
2121 Merced St.  
Fresno, CA. 93721  
Attn: Chander Joshi  
[cjoshi@studentnest.com](mailto:cjoshi@studentnest.com)

FWISD

  
\_\_\_\_\_  
**Chander Joshi, VP**  
**Studentnest.com**

  
\_\_\_\_\_  
**FWISD Representative**

"\$1,883,500"

Quote 1 Parameters		
24 Instructional Weeks		
30 Minute Sessions		
3 Times a Week		
In terms of the time, we are asking for 2,160 minutes (36 hours) p		
41 sites		
<b>(1:3 Group Size)</b>		
Number of School Sites		41
Total Number of Tutors		46
Working weeks per school year		24
Total tutor hours expected		33624
Tutor Onboarding Training (1 hour per tutor)		\$2,300.00
Onsite Coordinator (4)		\$200,000.00
Hourly Rate Per Tutor		\$50.00
<b>Total Cost/YR</b>		<b>Cost/Student</b>
	\$1,883,500	\$585



"Exhibit A"



500 West Cummings Park,  
Woburn, MA 01801

855.763.2607

[edu@fevtutor.com](mailto:edu@fevtutor.com)  
[www.fevtutor.com](http://www.fevtutor.com)

# FEV Tutor Live Small Group & 1:1 Online Tutoring Proposal

**Accelerating Learning Outcomes and Effecting  
Change in Education**

<b>District:</b>		<b>Proposal Issued:</b>	7/7/22
<b>School/Department:</b>		<b>Proposal Expires:</b>	7/28/22
<b>District Address:</b>	100 N. University Drive	<b>Academic Year:</b>	June 2022-June 2023
	Fort Worth, TX 76107	<b>Proposal #:</b>	1, 3:1

## // About Us

### Vision: Effecting Change in K-12 Education

FEV Tutor partners with K-12 school districts nationally to provide 1:1 online tutoring services that operate as a natural extension of each student's core learning environment. Our ESSA-approved programs are strategically designed in close collaboration with each partner district to accelerate learning for every student.

## // Program Overview

### Collaborative Academic Program Design

FEV Tutor believes that strategic partnerships are the common denominator for successful initiatives. This principle is central to our program model to help districts reach goals and drive key learning initiatives. We've found that our collaborative approach ensures that partners have unparalleled support across planning and implementation, buy-in and usage, and analysis and growth. We work closely with educators to design an effective program that allows for rapid deployment. This approach empowers teachers to activate scalable, data-driven support services quickly and easily. Across our core teams, we help support student learning and drive student success.

#### **Our Academic Success Coaches combine their educational expertise and your data to:**

- Identify targeted populations and recommend program models to fit within the existing learning ecosystems
- Analyze data to inform planning and align our programs with your instructional strategies
- Create personalized learning plans for each student for maximum impact
- Actively communicate and adjust services to ensure effective program outcomes

#### **Our programs are flexible to all student schedules, and we actively participate in program adoption:**

- 24/7 Access: Available from any internet-connected device for homework help, or coursework support
- Our multilingual Family & Student Engagement team drives adoption with frequent family updates, notifications, and check-ins
- 24/7 flexibility across scheduled sessions allows at-home learning on nights and weekends

#### **We provide services for all student populations and programs:**

- At-risk students and intervention programs
- ELL, migrant, and dual language students
- Special education students
- Homeless and foster youth students
- Near-proficiency student
- Low-performance students
- RTI Tier II & III students
- Enriched classroom programs (GATE)
- College & career readiness programs (SAT/ACT)
- After-school program support
- Distance/remote learning programs

#### **We provide data and reports to empower educators to make the most informed learning decisions**

- An internal Data Analytics team to develop reports across multiple stakeholder levels
- Ongoing, easy-to-read student achievement reports, with commentary from tutors, raw data, snapshot summaries, and recent trends
- Academic impact analysis report to explore FEV Tutor usage vs. outcomes/gains on state and benchmark assessments and provide transparency into Return on Investment and program efficacy

## // FEV Tutor Pricing Model

### School/District Software Licenses

FEV Tutor offers **School, District and Program Site Licenses** which include Banks of Live 1:1 Instructional Hours; along with several other wrap around services (listed below). Our licenses are purchased just like a software license, with one purchase order issued for the licenses so that FEV Tutor can keep the purchasing process streamlined and allow for 100% of license purchased to go to direct Live 1:1 direct instruction for students.



### How to Calculate Your School/District License:

<p><b>\$27 per hour/per student</b> <b>INSTRUCTIONAL HOURLY COST</b></p> <hr style="width: 50%; margin: auto;"/> <p><b>\$17 per hour/per student</b> <b>INSTRUCTIONAL HOURLY COST</b> <b>(Small Group Pricing)</b></p>	<p><b>XXXX Number of Instructional Hours X \$27/hour/student = Your License Cost</b></p> <hr style="width: 50%; margin: auto;"/> <p><b>XXXX Number of Instructional Hours X \$17/hour/student = Your License Cost</b></p>
--	---

- Districts/schools can add hours at any time \$27/hour/student **and/or \$17/hour/student for small groups** via an additional purchase order.
- Unused hours will roll over to the following academic year upon signature of renewal contract. Unused hours expire without the renewal contract.
- For intervention and/or test prep, FEV Tutor recommends 8-10 hours of tutoring per semester. For targeted tutoring services, dosage should be 10-22+ hours per student per academic year.

## // FEV Tutor License Includes:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Initial Student and Administration License Set Up</li> <li>• License Activation and Maintenance</li> <li>• Unlimited Student, Teacher, and Admin Licenses (No limit on number of students enrolled - time is interchangeable among students)</li> <li>• 24/7 Support</li> <li>• Time Used Is Prorated Based on Usage (No Charge for Absences)</li> <li>• 24/7 Access to Dashboard and Data Reporting</li> </ul> | <ul style="list-style-type: none"> <li>• A Dedicated Academic Success Coach</li> <li>• Development of Personalized Tutoring Plans for Targeted Instruction Programs</li> <li>• Targeted Tutoring Content (Content grade-level 3-12 and core subjects)</li> <li>• Professional Development &amp; Training</li> <li>• Services from FEV Tutor's Family &amp; Student Engagement Team</li> <li>• Academic Impact Data Analysis (Report is contingent on timely access to benchmark and other district data.)</li> </ul> |
|--|--|

## // Proposal

**PREPARED FOR:**

**District:**

Fort Worth ISD

**School/Department:**

**District Address:**

100 N. University Drive

Fort Worth, TX 76107

**DISTRICT/SCHOOL CONTACT:**

**Name:**

**Title:**

**Email:**

**FEV TUTOR CONTACT:**

**Name:**

Chad Green

**Phone Number:**

214-208-3752

**Email:**

chad.g@fevtutor.com

### Live 1:1 Online Tutoring School/District Software License

**Academic Year/Duration:**

June 2022-June 2023

**Program Type:**

Math, RELA.

**Number of Students (approx):** 259 at 36 hours

**Instructional Hours Included:** 9,324

**License Cost:** \$158,508.00

*Software license access through 6/30/2023. Unused instructional hours will roll over, upon a signed renewal contract, to the following academic year, and expire on 6/1/2023. Software license offers access to 'up to' a certain number of instructional hours as a maximum cap. Additional hours can be added at any time to increase the cap.*

## // Terms and Conditions

### Term 1

School/District Software Licenses include:

- Initial Student and Administration License Set Up
- License Activation and Maintenance
- Unlimited Student, Teacher, and Admin Licenses  
(No limit on number of students enrolled - time is interchangeable among students)
- 24/7 Support
- Time Used Is Prorated Based on Usage  
(No Charge for Absences)
- 24/7 Access to Dashboard and Data Reporting

- A Dedicated Academic Success Coach
- Development of Personalized Tutoring Plans for Targeted Instruction Programs
- Targeted Tutoring Content  
(Content grade-level 3-12 and core subjects)
- Professional Development & Training
- Services from FEV Tutor's Family & Student Engagement Team
- Academic Impact Data Analysis  
(Report is contingent on timely access to benchmark and other district data.)

### Term 2

Upon the receipt of Purchase Order, FEV Tutor will invoice the full license fee\* (flat fee for the entire academic year) and then FEV Tutor will activate the license, set up the program, and start professional development and training. Software license is available on demand. Once activated, license are non-refundable.

\*Additional hours can be added to the license in blocks at \$27.00/student or **\$16/student for small groups.**

\*Small Group Tutoring for 2-3 students max per group

### Term 3

GRANT HOURS (expire on 6/30/22 and do not roll over)

"Exhibit A"



**Above & Beyond**  
LEARNING

14118 SW 288 St

Homestead, FL 33033

[www.above-and-beyondlearning.com](http://www.above-and-beyondlearning.com)

Re: Fort Worth ISD Tutoring Quote Request

**1) Quotes, we need two quotes, the parameter for each quote:**

We will use the assumption that all tutoring will be in small or large group (3-10 students). If students tutor individually or virtually the price can vary.

Quote 1

24 Instructional Weeks

30 Minute Sessions

3 Times a Week

In terms of the time, we are asking for 2,160 minutes (36 hours) per student academic tutoring intervention.

Above & Beyond Learning Quote #1: \$923,760.00

School	# of Student Interventions Needed	Quote
048 William James MS	193	\$138,960.00
049 Kirkpatrick MS	177	\$127,440.00
051 Meacham, W.A. MS	183	\$131,760.00
053 William Monning MS	123	\$88,560.00
057 Rosemont MS	444	\$319,680.00
058 Stripling, W.C. MS	71	\$51,120.00
143 D. McRae ES	92	\$66,240.00
	<b>Total for 36 hour program</b>	<b>\$923,760.00</b>

Quote 2

24 Instructional Weeks

60 Minute Sessions

3 Times a Week

In terms of time, we are asking for 4,320 minutes (72 hours) per student academic tutoring intervention.

Above & Beyond Learning Quote #2: \$1,847,520.00

School	# of Student Interventions Needed	Quote
048 William James MS	193	\$277,920.00
049 Kirkpatrick MS	177	\$254,880.00
051 Meacham, W.A. MS	183	\$263,520.00
053 William Monning MS	123	\$177,120.00
057 Rosemont MS	444	\$639,360.00
058 Stripling, W.C. MS	71	\$102,240.00
143 D. McRae ES	92	\$132,480.00
	<b>Total for 72 hour program</b>	<b>\$1,847,520.00</b>

**2) A template of your company contract**

We do not generate contracts with school districts, they always use their own template. We can provide the one we signed with DISD if you wish

**3) Completed the attached Data Sharing Agreement. Consider the following:**

Attached in the email

**4) Commitment to turn in weekly student data, and for you to provide a template of the data you would normally collect.**

We will commit to turn in weekly student data as per your request. The sample is attached in the email

**5) Highlight the rostering and authentication used by your company:**

- Method One: OneRoster through ClassLink

# Exhibit A



## QUOTE

**CATCH UP, KEEP UP, STAY AHEAD**

1402 N. Corinth Street Suite 257 Dallas Texas 75215  
972-329-7779 (office) 972-329-0951 (Fax)  
cderry@beaconhillprep.org

QUOTE #1: 071122-FW-E  
DATE: JULY 21, 2022

Expiration Date AUGUST 31, 2022

TO Fort Worth Independent School District  
Attn: *Laura Flurry - Multi-Tiered System of Support Specialist*  
MTSS Department | Special Programs  
100 N. University Dr. NE 240  
Fort Worth TX 76107

REPRESENTATIVE	JOB SITE	PAYMENT TERMS	DUE DATE
Chamella Derry	Various Elementary In-School Literacy & Math Tutoring	Due upon Service Agreement with MTSS	Upon Receipt

QTY	IN-SCHOOL TUTORING PROGRAM (VIRTUAL AND/OR IN PERSON LEARNING)	UNIT PRICE / CAMPUS	LINE TOTAL
	<p style="text-align: center;"><b>IN SCHOOL READING &amp; MATH TUTORING</b> 145 Students on 3 Campuses <u>30 MINUTES SESSIONS</u></p> <p>147 - Morningside Elementary (Reading &amp; Math) \$21.67 x 72 sessions = \$1,560 \$1,560 x 78 Students \$121,680 Initial one-time Learning Lab setup cost - \$2,500</p> <p>151 Natha Howell Elementary (Reading &amp; Math) \$21.66 x 72 sessions = \$1,560 \$1,560 x 25 Students = \$39,000 Initial one-time Learning Lab set up cost - \$2,500</p> <p>209 Edward J. Briscoe Elementary (Reading &amp; Math) \$21.66 x 72 sessions = \$1,560 \$1,560 x 42 Students = \$65,520 Initial one-time Learning Lab set up cost - \$2,500</p>		<p>\$124,180</p> <p>\$41,500</p> <p>\$68,020</p>

	<b>PROGRAM DURATION</b>		
	1 School Year - 24 weeks - 72 sessions September 12, 2022 - May 2022		
	<b>TOTAL COST: \$233,700</b>		
			<b>\$233,700</b>

Quotation prepared by: \_\_\_\_\_

This is a quotation on the program details, subject to the conditions noted below:

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

**PROGRAM DETAILS:**

Number of Campuses: 3

Number of Students Serviced In School Total: 145

Number of Weeks: 24 weeks

Days per Week: 3 Days Monday - Thursday

Dosage: 30 minutes per session per day

Number of Hours per Student: 36 Hours per school year

Number of Sessions: 72 sessions in Reading and/or Math per Student

Numer of Minutes per Student: 2,160 Minutes per school Year

Grades Serviced: PreKindergarten - 3<sup>rd</sup> - 5<sup>th</sup> grade

Delivery of Services: In-person Learning

Activities: Gideon Phonics Based & Mastery Math Curriculum, Literacy Circles - (Social & Emotional Learning) and Literacy Lab Manipulative Stations (Technology Center, Reading & Math Centers, Writing Center & Financial Literacy Center )

Ratio: 3:1 In-Person Student To Teacher

Location: Beacon Hill Literacy & Math Learning Lab

**Campuses Served:**

- 147 - Morningside ES
- 151 - Natha Howell ES
- 209 - Edward J. Briscoe ES



"Exhibit A"  
Quote

**Billing Contact Information**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Street 1: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Instructions for Billing/ Payment Collection:

\_\_\_\_\_  
\_\_\_\_\_

**Intervene K-12 Services**

Products	Subjects / Grade	# of Students # of Campuses	Instruction
Online LIVE Small group instruction		341 students 5 campuses	3 days per week 24 weeks
Literacy Practice		n/a	
Data Analytics and Progress Reporting		341	
Technology Setup & Training	Includes Rostering & Single Sign-on support	5	
<b>Total Price for Services</b>	<b>\$586,179</b>		

**Fees for Service**

**Multi-year Services:**

Year 1: \$ \$586,179

Year 2: TBD

Year 3: TBD

**Subscription Dates:**

Year 1: August 2022 – July 31, 2023

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE PURCHASE OF THE COLLEGE BOARD PATHWAY CONTRACT FOR THE 2022 - 2023 SCHOOL YEAR****

**BACKGROUND:**

Academic readiness is a key component in postsecondary success for the students in Fort Worth ISD. The College Board’s college assessment suite provides a pathway for academic readiness and access for all students. The student assessment plan includes the PSAT/NMSQT for all 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grade students and the SAT School Day Test to all 11<sup>th</sup> grade students. Fort Worth ISD’s early participation program offers student exposure to exam format and free, personalized practice materials. The PSAT/NMSQT grants access to an identifying tool utilized to determine student AP potential. Specifically, the SAT 11<sup>th</sup> grade School Day Test allows juniors to acquire SAT college entrance exam scores in the spring of the junior year, which supports early college admissions. This program will give students access to free study aids and practice materials and a competitive option for college admission. In addition, these assessments provide data on the strengths and weaknesses of the District’s curriculum.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Purchase of the College Board Pathway Contract for the 2022 - 2023 School Year
- 2. Decline to Approve Purchase of the College Board Contract for the 2022 - 2023 School Year
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

**Additional Details**

General Fund	199-31-6339-0WA-XXX-38-378-000000.....	\$320,299
ESSER Fund	282-31-6399-TST-XXX-24-950-000417-22F32.....	\$250,000

**COST:**

Not-to-Exceed - \$570, 299

**VENDOR:**

College Board

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 15-129

Number of Bid/Proposals received: 202

HUB Firms: 28

Compliant Bids: 202

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 11<sup>th</sup> Grade Students-PSAT

11<sup>th</sup> Grade Students-SAT School Day

**RATIONALE:**

The College Board suite of assessments has a construct of evidence-based reading and writing while mathematics will require skills in problem solving, data analysis and acquired skills in advanced mathematical equations. The College Board SAT and PSAT are aligned to the skills needed to succeed in advanced placement, college writing assignments, college and career training. Due to COVID-19 Pandemic in 2021, the participation in SAT was 2,253 students. In 2022, the participation in SAT was 4,032 students. The SAT assessment directly affects College, Career, and Military Readiness Texas Education Agency (TEA) measurement

**INFORMATION SOURCE:**

David Saenz

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00032384**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is as of this Agreement is fully executed ("Effective Date"), by and between Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, ("Client") and College Board ("College Board"). Client and College Board may be collectively referred to as the "Parties" or individually as a "Party."

**WHEREAS**, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services.** College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2023 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

**2.2.3 Availability of Services.** In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2022-2023 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client

is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

## 5.0 Representations and Warranties.

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## 9.0 Miscellaneous.

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client’s failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a “Force Majeure Event”) that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board’s obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a “read-receipt” which acknowledges recipient’s opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

**With a copy to**  
Legal Department

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

**To Client:**

David Saenz  
Chief Officer of Innovation  
Fort Worth Independent School District  
100 N. University Dr.  
Fort Worth, TX 76107-1360  
Tel: 817-814-2580  
david.saenz@fwisd.org

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a “subrecipient” receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a “vendor” that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration

of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

**COLLEGE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Lisa Castillo

\_\_\_\_\_  
Jeremy Singer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director, Choice & Collegiate Programming

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

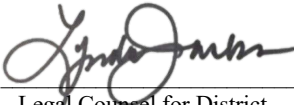
Signed: \_\_\_\_\_

Kent P. Scribner, Ph. D.  
Superintendent of Schools  
Fort Worth Independent School District

Signed: \_\_\_\_\_

Tobi Jackson  
Board President  
Fort Worth Independent School District

Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Legal Counsel for District



**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized PSAT/NMSQT®<sup>1</sup> test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

**II. SCOPE**

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the District and schools designated by Client in Section IV (List of Participating Districts and Schools)

**1. Materials for Students:**

- a. PSAT/NMSQT test material, (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

**2. Materials for Schools:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

**3. Reports for District:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

**5. Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator

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<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

**6. Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in [Section IV](#) (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in [Section V](#) (Fee Calculation); and (c) Client's contacts as prescribed in [Section VI](#) (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in [Section V](#) (Fee Calculation).

**7. Changes to Participating Schools.** Changes to the list of Participating Schools cannot be made after **September 30, 2022**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

**8. Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT/NMSQT Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

**9. PSAT/NMSQT Student Guide distribution to Students.** Client shall ensure that copies of the PSAT/NMSQT Student Guide are distributed to all Students **at least two weeks before test administration date**.

**10. Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

### III. PSAT/NMSQT TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT test, including, without limitation, copyrights, trademarks<sup>1</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT/NMSQT test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

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<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

**2. PSAT/NMSQT Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

**3. PSAT/NMSQT Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT/NMSQT test booklets for the sole purpose of administering the PSAT/NMSQT test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT/NMSQT test booklets, in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

**4. PSAT/NMSQT Assessment Administration.** Client has agreed to administer the PSAT/NMSQT to students in the Participating Grade(s) as noted in the List of Participating Districts and Schools table below. The exam shall be administered on October 12, 2022. The alternate exam test administration is on October 25, 2022. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

**5. Client Testing Delays.** Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	10, 11
Fort Worth Independent School District	Arlington Heights High School	442505	10, 11
Fort Worth Independent School District	Benbrook Middle-High School	440597	10, 11
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	10, 11
Fort Worth Independent School District	Eastern Hills High School	442518	10, 11
Fort Worth Independent School District	Green B Trimble Technical High School	442570	10, 11
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	10, 11
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	10, 11

Fort Worth Independent School District	Metro Opportunity School	442539	10, 11
Fort Worth Independent School District	North Side High School	442545	10, 11
Fort Worth Independent School District	O D Wyatt High School	442548	10, 11
Fort Worth Independent School District	Paul Laurence Dunbar High School	442516	10, 11
Fort Worth Independent School District	Polytechnic High School	442555	10, 11
Fort Worth Independent School District	R L Paschal High School	442560	10, 11
Fort Worth Independent School District	South Hills High School	442501	10, 11
Fort Worth Independent School District	Southwest High School	442565	10, 11
Fort Worth Independent School District	Success High School	442561	10, 11
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	10, 11
Fort Worth Independent School District	Texas Academy of Biomed Science	442492	10, 11
Fort Worth Independent School District	Western Hills High School	442575	10, 11
Fort Worth Independent School District	World Languages Institute	440194	10, 11
Fort Worth Independent School District	Young Mens Leadership Academy	442617	10, 11
Fort Worth Independent School District	Young Womens Leadership Academy	442489	10, 11

## V. FEE CALCULATION

**1. Fees and Payments.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>3</sup> to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

<b>National School Lunch Program (NSLP) Percentage</b>	<b>Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day</b>	<b>Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT</b>
≥ 0% and < 50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT/NMSQT answer sheets indicate that they are not in participating cohort.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than **October 28, 2022**.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT test. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. **Unused Tests.** Participating Schools will not incur unused test fees.

**PSAT 8/9 ASSESSMENT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

## **I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9<sup>®</sup> test, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through College Board's online data portal.

## **II. SCOPE**

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

### **1. Materials for Students:**

- a. PSAT Student Guide, delivered via College Board website.
- b. PSAT 8/9 test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

### **2. Materials for Schools:**

- a. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- b. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- c. Access to AP Potential™ for students in 9<sup>th</sup> grade, via College Board website.
- d. SAT Suite of Assessment Educator Guide, available via College Board website.
- e. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- f. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

### **3. Reports for District:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Official SAT Practice materials are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

**5. Required Information.** Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

**6. Change to Participating Schools.** Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made.

**7. Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 8/9 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and should be completed two weeks before the test administration date.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

**8. PSAT 8/9 Student Guide distribution to Students. At least two weeks before test administration date,** Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

**9. Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

### III. PSAT 8/9 TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

**2. PSAT 8/9 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

**3. PSAT 8/9 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

**4. PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2022 and March 2023, and its second testing date in April 2023. Client

agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

**5. Client Testing Delays.** Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 8/9 Delay Event'), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

**6. Digital Testing Requirements (If Client is administering digital testing):**

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
  - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

**7.** There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete



testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Applied Learning Academy	449517	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Arlington Heights High School	442505	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Arlington Heights High School	442505	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Benbrook Middle-High School	440597	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Benbrook Middle-High School	440597	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Benbrook Middle-High School	440597	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Como Montessori School	449579	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Daggett Montessori Elementary School	449578	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	E M Daggett Middle School	449569	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Eastern Hills High School	442518	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Eastern Hills High School	442518	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Forest Oak Middle School	449570	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Green B Trimble Technical High School	442570	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Green B Trimble Technical High School	442570	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	J Martin Jacquet Middle School	449449	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	J P Elder Middle School	449145	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Jean McClung Middle School	449580	8	Sep 26, 2022 - Jan 27, 2023

Fort Worth Independent School District	Kirkpatrick Middle School	449573	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Leonard Middle School	449081	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Meadowbrook Middle School	449574	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Metro Opportunity School	442539	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Metro Opportunity School	442539	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Middle Level Learning Center	449575	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Morningside Middle School	449572	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	North Side High School	442545	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	North Side High School	442545	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	O D Wyatt High School	442548	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	O D Wyatt High School	442548	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Paul Laurence Dunbar High School	442516	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Paul Laurence Dunbar High School	442516	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Polytechnic High School	442555	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Polytechnic High School	442555	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	R L Paschal High School	442560	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	R L Paschal High School	442560	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Riverside Middle School	449576	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Rosemont Middle School	449143	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	South Hills High School	442501	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	South Hills High School	442501	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Southwest High School	442565	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Southwest High School	442565	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Success High School	442561	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Success High School	442561	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	9	Sep 26, 2022 - Jan 27, 2023

Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Texas Academy of Biomed Science	442492	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Texas Academy of Biomed Science	442492	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	W A Meacham Middle School	449144	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	W C Stripling Middle School	449577	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	W P McLean Middle School	449146	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Wedgwood Middle School	449854	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Western Hills High School	442575	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Western Hills High School	442575	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	William James Middle School	449079	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	William Monnig Middle School	449519	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	World Languages Institute	440194	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	World Languages Institute	440194	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	World Languages Institute	440194	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Young Mens Leadership Academy	442617	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Young Mens Leadership Academy	442617	9	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Young Mens Leadership Academy	442617	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Young Womens Leadership Academy	442489	9	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Young Womens Leadership Academy	442489	8	Sep 26, 2022 - Jan 27, 2023
Fort Worth Independent School District	Young Womens Leadership Academy	442489	9	Apr 12, 2023 - Apr 28, 2023

## V. FEE CALCULATION

**1. Fees and Payment.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u>	<u>Multi-Assessment Pricing:</u>
	PSAT 8/9 with SAT School Day, and PN and/or P10	<ul style="list-style-type: none"> <li>• PSAT 8/9 with either PN or P10 or SAT School Day</li> <li>• At least <u>two</u> grades testing for PSAT 8/9</li> </ul>
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT 8/9 answer sheets indicate that they are not in a participating cohort.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2022 – Jan. 2023	October 28, 2022
Feb. 2023 – Mar. 2023	January 27, 2023
April 2023	

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

**3. Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 test.

**4. Unused Tests (paper and pencil) .** Participating Schools will not incur unused test fees.

**PSAT 10  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT® 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal.

**II. SCOPE**

College Board shall furnish the following PSAT 10 materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

**1. Materials for Students:**

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

**2. Material for Schools:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment Educator Guide, delivered via College Board website.
- d. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).

**3. Reports for District:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <https://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<https://satpractice.org>) in accordance with Khan Academy's guidelines.

**5. Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

**6. Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made no later than **one month prior to Client’s selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client’s schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 10 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively ‘Designated Personnel’). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**. Designated Personnel are required to adhere to all of College Board’s procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. The Client is responsible for ensuring compliance with all required Designated Personnel training.

9. **PSAT 10 Student Guide distribution to Students.** The Client shall ensure that copies of the PSAT 10 Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. **Dedicated PSAT 10 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

### III. PSAT 10 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 10 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. **PSAT 10 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client’s authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. **PSAT 10 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets for the sole purpose of administering the PSAT 10 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT 10 test booklets without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

**4. PSAT 10 Assessment Administration.** Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Districts and Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national assessments as set forth in the PSAT 10 Coordinator Manual.

**5. Client Testing Delays.** Participating schools select an administration date for the PSAT 10. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a ‘PSAT 10 Delay Event’), the school may securely store their test materials until later in their testing window. College Board will work with Client and participating schools to shift testing to a new testing window if the outage extends past the end of the window for which the Client ordered, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new administration or should a PSAT 10 Delay Event otherwise prevent the participating schools from administering the PSAT 10 in accordance with the policies set forth in the PSAT 10 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 10 Delay Event up to one week prior to the new administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 10 will be made available after the end of the April test window. Client understands that by selecting the April administration as their main administration date, if there is a PSAT 10 Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

#### IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Fort Worth Independent School District	Amon Carter-Riverside High School	442500	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Arlington Heights High School	442505	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Benbrook Middle-High School	440597	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Diamond Hill-Jarvis High School	442515	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Eastern Hills High School	442518	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Green B Trimble Technical High School	442570	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	IM Terrell Academy For Stem And Vpa	441356	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Marine Creek Collegiate High School	442609	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Metro Opportunity School	442539	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	North Side High School	442545	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	O D Wyatt High School	442548	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Paul Laurence Dunbar High School	442516	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Polytechnic High School	442555	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	R L Paschal High School	442560	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	South Hills High School	442501	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Southwest High School	442565	10	Apr 12, 2023 - Apr 28, 2023

Fort Worth Independent School District	Success High School	442561	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Tarrant County College South / FWISD Collegiate High School	442616	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Texas Academy of Biomed Science	442492	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Western Hills High School	442575	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	World Languages Institute	440194	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Young Mens Leadership Academy	442617	10	Apr 12, 2023 - Apr 28, 2023
Fort Worth Independent School District	Young Womens Leadership Academy	442489	10	Apr 12, 2023 - Apr 28, 2023

## V. FEE CALCULATION

**1. Program pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>1</sup> to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: • PSAT 10 with either SAT School Day, or PSAT 8/9, or PN • At least two grades testing for PSAT 10
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose P10 answer sheets indicate that they are not in a participating cohort.

**2. Changes to enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than January 27, 2023.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

**3. Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 test.

<sup>1</sup> College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



4. **Unused Test Fees.** Participating Schools will not incur unused test fees.

## SAT SCHOOL DAY PROGRAM SCHEDULE

### I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client's schools in administering the SAT test during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to authorized personnel at Client and its schools through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT test in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

### II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

#### 1. Materials for Students:

- a. SAT Student Guide delivered via College Board website.
- b. SAT test materials (test booklets).
- c. Student Online Score Report delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

#### 2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

#### 3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

#### 4. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

#### 5. Providing Accommodations to Participants with Disabilities.

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

#### 6. Required Information.

Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information).

7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 12, 2022	September 30, 2022
October 27, 2022	September 30, 2022
March 1, 2023	January 27, 2023
March 22, 2023	January 27, 2023
April 12, 2023	March 3, 2023
April 25, 2023	March 3, 2023

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** **At least two weeks before test administration date,** Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

10. **Dedicated School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://collegereadiness.collegeboard.org/contact-us>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the SAT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

#### SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

For the April 12, 2023 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### SAT Administration

**3. SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11 <sup>th</sup>	March 1, 2023	March 22, 2023

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 25, 2023 Primary Test Date.

**4. Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

**5. Client Testing Delays.** Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

**IV. LIST OF PARTICIPATING SCHOOLS**

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Amon Carter-Riverside High School	442500	SAT School Day: March 1, 2023
Arlington Heights High School	442505	SAT School Day: March 1, 2023
Benbrook Middle-High School	440597	SAT School Day: March 1, 2023
Diamond Hill-Jarvis High School	442515	SAT School Day: March 1, 2023
Eastern Hills High School	442518	SAT School Day: March 1, 2023
Green B Trimble Technical High School	442570	SAT School Day: March 1, 2023
IM Terrell Academy For Stem And Vpa	441356	SAT School Day: March 1, 2023
Marine Creek Collegiate High School	442609	SAT School Day: March 1, 2023
Metro Opportunity School	442539	SAT School Day: March 1, 2023
North Side High School	442545	SAT School Day: March 1, 2023
O D Wyatt High School	442548	SAT School Day: March 1, 2023
Paul Laurence Dunbar High School	442516	SAT School Day: March 1, 2023
Polytechnic High School	442555	SAT School Day: March 1, 2023
R L Paschal High School	442560	SAT School Day: March 1, 2023
South Hills High School	442501	SAT School Day: March 1, 2023
Southwest High School	442565	SAT School Day: March 1, 2023
Success High School	442561	SAT School Day: March 1, 2023
Tarrant County College South / FWISD Collegiate High School	442616	SAT School Day: March 1, 2023
Texas Academy of Biomed Science	442492	SAT School Day: March 1, 2023
Western Hills High School	442575	SAT School Day: March 1, 2023
World Languages Institute	440194	SAT School Day: March 1, 2023
Young Mens Leadership Academy	442617	SAT School Day: March 1, 2023
Young Womens Leadership Academy	442489	SAT School Day: March 1, 2023

**V. FEE CALCULATION**

**1. Fees.** Client shall pay College Board a fee, pursuant to the agreement between College Board and the Texas Education Agency, which shall be an amount not to exceed \$37.00 for each Participant for the 2022-2023 SAT test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

**2. Restrictions.** No Student participating under this Schedule will be assessed an individual fee for taking the SAT School Day test. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

**3. Unused Tests.** Participating Schools will not incur unused test fees.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Lisa Castillo	Sara Arispe	David Saenz	Lisa Castillo
Title:	Executive Director of Choice & Enrichment	Director of Institutional Research	Chief Officer of Innovation	Executive Director of Choice & Enrichment
Address:	100 N University Dr	100 North University Drive Suite NE226	100 N. University Dr.	100 N University Dr
City/State/Zip:	Fort Worth, TX 76107-1360	Fort Worth, TX 76107	Fort Worth, TX 76107-1360	Fort Worth, TX 76107-1360
Phone:	(817) 871-2000	(817) 87-12422	(817) 814-2580	(817) 871-2000
Email:	<a href="mailto:lisa.castillo@fwisd.org">lisa.castillo@fwisd.org</a>	<a href="mailto:sara.arispe@fwisd.org">sara.arispe@fwisd.org</a>	<a href="mailto:david.saenz@fwisd.org">david.saenz@fwisd.org</a>	<a href="mailto:lisa.castillo@fwisd.org">lisa.castillo@fwisd.org</a>

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2022	June 30, 2023	5,287	\$18.00	\$95,166.00	\$31,722.00	\$63,444.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	5,340	\$18.00	\$96,120.00	\$32,040.00	\$64,080.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2022	June 30, 2023	7,407	\$14.00	\$103,698.00	\$37,035.00	\$66,663.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2022	June 30, 2023	5,520	\$14.00	\$77,280.00	\$27,600.00	\$49,680.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2022	June 30, 2023	5,287	\$60.00	\$317,220.00	\$121,601.00	\$195,619.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2022	June 30, 2023	7,407	\$14.00	\$103,698.00	\$37,035.00	\$66,663.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	5,340	\$18.00	\$96,120.00	\$32,040.00	\$64,080.00

Subtotal: \$889,302.00

Total Discount: \$319,073.00

Total Cost: \$570,229.00

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE PURCHASE OF GOOGLE G-SUITE FOR EDUCATION ENTERPRISE LICENSE RENEWAL**

**BACKGROUND:**

The District adopted Google Classroom in October 2020 as an online learning platform for students in grades K-12. The G-Suite Enterprise Licenses provide the District with advanced security controls, enhanced collaboration tools for teachers and students through video and voice conferencing, and system support. Approval of this request will renew this tool for the 2022-2023 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Google G-Suite for Education Enterprise License Renewal
2. Decline to Approve Purchase of Google G-Suite for Education Enterprise License Renewal
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

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

**COST:**

\$215,040



**VENDOR:**

CDW-G

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Sourcewell Contract 081419-CDW. Supporting documentation is attached. The recommended vendor is listed above.

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

District - Wide

**RATIONALE:**

Approval will ensure a secure and robust platform for student online learning.

**INFORMATION SOURCE:**

Marlon Shears



# QUOTE CONFIRMATION

**MARLON SHEARS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

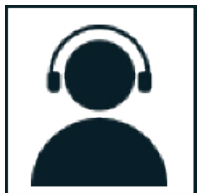
**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVVJ276	7/1/2022	GOOGLE RENEWAL 3 OF 3	926086	<b>\$215,040.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">GOOGLE APPS ENTERPRISE FTE 12M EDU</a> Mfg. Part#: GAPPS-ENT-FTE-12MO-EDU promo price valid for 3 years in total, this would be for year 3 and 3 Electronic distribution - NO MEDIA Contract: FWISD Sourcewell #081419 (081419#CDW)	8960	6172512	\$24.00	\$215,040.00
<a href="#">G Suite by Google Cloud Enterprise for Education - subscription license (1)</a> Mfg. Part#: GAPPS-ENT-1USER-12MO-EDU Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	89600	6172514	\$0.00	\$0.00

<b>SUBTOTAL</b>	\$215,040.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$215,040.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> FORT WORTH INDEPENDENT SCHOOL DIST ACCTS PAYABLE 100 N UNIVERSITY DR FORT WORTH, TX 76107-1360 <b>Phone:</b> (817) 814-2120 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> FORT WORTH ISD 4200 LUBBOCK AVE FORT WORTH, TX 76115-1002 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



**Sales Contact Info**

**K12 North Texas Account Team - Mike & Eric** | (866) 301-5739 | [k12northtexas@cdwg.com](mailto:k12northtexas@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$215,040.00	\$5,707.16/Month	\$215,040.00	\$6,608.18/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

## Need Help?



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For more information, contact a CDW account manager

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## CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

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Products & Services 

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## Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:  
[cdwg.com/sourcewell](https://cdwg.com/sourcewell)

 **Locate your local dealer or representative**  <sup>293</sup>

## Become a Member

Simply complete the online application or contact the Client Development team at [service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov) or 877-585-9706.

## Search Vendors & Contracts

General Contracts

eziQC Contracts

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**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE COST INCREASE FOR CONTRACTOR SERVICES FOR CLARK FIELD BUS WASH**

**BACKGROUND:**

On February 22, 2022, the Board of Education (BOE) approved the Construction of an Automatic Bus Wash for Clark Field Transportation Facility. The bus wash facility will eliminate the time-consuming task of washing buses by hand, using hoses, and brushes.

The Board approved the current cost for contractor services for the Bus Wash of \$1,372,945. Escalation has brought the contractor's estimated costs up nearly 25% over the original amount. After discussion with the contractor, District Operations is requesting approval to increase the cost of contractor services by \$107,000 due to significant escalation of the market price for concrete.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Cost Increase for Contractor Services for Clark Field Bus Wash
2. Decline to Approve Cost Increase for Contractor Services for Clark Field Bus Wash
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Cost Increase for Contractor Services for Clark Field Bus Wash

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

TRE                                      198-81-6629-001-999-99-437-000000

**COST:**

\$107,000

**VENDOR:**

MSB Constructors, Inc.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 22-010

Number of Bid/Proposals received: 6

HUB Firms: 0

Compliant Bids: 6

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

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Clark Field Transportation Facility

**RATIONALE:**

District Operations is requesting approval to increase the cost for contractor services by \$107,000 due to cost increases for concrete.

**INFORMATION SOURCE:**

Joseph Coburn



FWISD - Clark Field Bus Wash Facility		Current Total Price =		1,322,933.67	
Fort Worth, Texas - Re-Bid Date = August 19, 2021				GC % = 8.35%	
Bid Item Description	Quantity	Unit Type	Unit Price	Total	Price escalation
Project Manager	180 Days - 25 Weeks - 6 Months	8 Weeks	4,000.00	32,000.00	
Job Site Superintendent		25 Weeks	2,500.00	62,500.00	
Temporary Toilets		6 Months	280.00	1,680.00	
Dumpsters		10 Each	650.00	6,500.00	
Temporary Water		1 Fee	1,500.00	1,500.00	
Office Supplies & Printing		6 Months	50.00	300.00	
Computers & Phones		6 Months	100.00	600.00	
Truck Insurance		6 Months	400.00	2,400.00	
Fuel Costs		6 Months	500.00	3,000.00	
<b>001 - SUB TOTAL</b>				<b>\$110,480.00</b>	
Surveying / Staking		2 Gridline	850.00	1,700.00	
Final Cleaning		1 JDM	3,000.00	3,000.00	
Erosion Control - Construction Entrance, Rip-Rap, Silt Fence		1 ProTex	1,500.00	1,500.00	\$ 500.00
Termite Control - Spray New Building Pad Prior to Pouring Concrete		1 Rid-X	1,630.00	1,630.00	
		0 na	0.00	0.00	
Earthwork -		1 Montesdoca	86,870.00	86,870.00	\$ 28,600.00
Clearing & Grubbing, Site Grading, Cut/Fill, Scarify and Compact Subgrade for Paving Areas		0 included	0.00	0.00	
		0 na	0.00	0.00	
Site Utilities -		1 Maverick	131,500.00	131,500.00	\$ 23,410.00
Storm Drainage, Storm Sewer, Sanitary Sewer, Water, all Accessories and Components		0 included	0.00	0.00	
		0 na	0.00	0.00	
Fencing and Gates -		1 T-Bar	9,670.00	9,670.00	\$ 2,500.00
Chain Link Fence and Gate		0 included	0.00	0.00	
		0 na	0.00	0.00	
Pavement Markings -		1 American	1,250.00	1,250.00	
Fire Lane and Parking Striping, ADA Logo Painting, Handicap Parking Signage, & Wheelstops		0 included	0.00	0.00	
<b>002 - SUB TOTAL</b>				<b>\$237,120.00</b>	
Concrete -		1 MJT LLC Concrete	193,475.00	193,475.00	\$ 107,000.00
Forming, Reinforcement, Carton Forms, Barriers, Foundation, Pits, Paving, Pads, Etc.		0 included	0.00	0.00	
Saw-cut and Remove for Electrical/Utility & Pour-back		1		0.00	
<b>003 - SUB TOTAL</b>				<b>\$193,475.00</b>	
Joint Sealing/Caulking/Weatherproofing -		1 Artisan	12,570.00	12,570.00	
<b>007 - SUB TOTAL</b>				<b>\$12,570.00</b>	
Hollow Metal Doors and Frames -		1 Alliance	5,500.00	5,500.00	\$ 1,500.00
Door Hardware Package -		0 included	0.00	0.00	
		0 na	0.00	0.00	
Sectional Overhead Doors -		1 Overhead Doors	12,500.00	12,500.00	
<b>008 - SUB TOTAL</b>				<b>\$18,000.00</b>	
Painting & Coating -		1 PSO Painting	3,500.00	3,500.00	
Exterior Painting - Bollards, Doors, Frames		0 included	0.00	0.00	
<b>009 - SUB TOTAL</b>				<b>\$3,500.00</b>	
Interior and Exterior Signage -		1 Casteel	1,200.00	1,200.00	
Misc. Specialties -		1 MSB	1,500.00	1,500.00	
<b>010 - SUB TOTAL</b>				<b>\$2,700.00</b>	
Pre-Engineered Metal Building Package - Including Insulation -		1 Alliance	124,620.00	124,620.00	\$ 33,200.00
PEMB Erection -		1 Cowboy Steel	43,000.00	43,000.00	\$ 27,000.00
Anchor Bolts & Pipe Bollards -		1 Alliance	5,000.00	5,000.00	
<b>013 - SUB TOTAL</b>				<b>\$172,620.00</b>	
Bus Wash Equipment and Install		1 InterClean	172,000.00	172,000.00	
<b>014 - SUB TOTAL</b>				<b>\$172,000.00</b>	
Plumbing -		1 Paramount	112,950.00	112,950.00	\$ 16,800.00
Plumbing Insulation, Identification, Piping, Valves, Strainers, Unions, Piping & Accessories,		0 included	0.00	0.00	
Plumbing Fixtures, Domestic Water, Sanitary Sewer		0 included	0.00	0.00	
		0 na	0.00	0.00	
HVAC -		1 Quality 1	9,000.00	9,000.00	\$ 2,500.00
Hangers, Supports, Identification, Heaters, Gas Lines, Etc.		0 included	0.00	0.00	
<b>015 - SUB TOTAL</b>				<b>\$121,950.00</b>	
Electrical -		1 Integrus Electric	78,920.00	78,920.00	\$ 14,200.00
Temp Lighting, Low Voltage Power Conductors & Cables, Grounding & Bonding, Hangers,		0 included	0.00	0.00	
Supports, Raceways, Boxes, Commissioning, Switchgear, Plates, Panelboards,		0 included	0.00	0.00	
Wiring Devices, Fuses, Switches, Light Fixtures, and Conduits for Communications/Sec/Video		0 included	0.00	0.00	
		0 na	0.00	0.00	
Fire Alarm System -		1 Crisp-la-dew	6,235.00	6,235.00	
<b>016 - SUB TOTAL</b>				<b>\$85,155.00</b>	
Insurances -		1 MSB	14,000.00	14,000.00	
As-Builts / O&M's -		1 MSB	1,250.00	1,250.00	
SWPPP Fee -		1 Pro SWPPP	950.00	950.00	
Building Permits - City Pays		0 City	0.00	0.00	
Project Identification / Signage -		1 MSB	500.00	500.00	
<b>018 - SUB TOTAL</b>				<b>\$16,700.00</b>	\$ 257,210.00
				<b>\$1,146,270.00</b>	
		MSB's Overhead and Profit:	5.00%	\$57,313.50	
		Bond Cost:		\$19,350.17	

<b>Owners Contingency:</b>	<b>\$100,000.00</b>
<b>Total Project Cost:</b>	<b>\$1,322,933.67</b>
<b>Total Bid Amount:</b>	<b>\$1,322,935.00</b>

Performance & Payment Bond Calculator			
Approximate Contract Amount:		\$1,203,583.50	
First.....	100,000	0.02700	2,700.00
Next.....	400,000	0.01700	6,800.00
Next.....	2,000,000	0.01400	9,850.17
Next.....	2,500,000	0.01200	0.00
Next.....	2,500,000	0.01000	
<b>Subtotal:</b>			<b>19,350.17</b>

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**        **APPROVE ALTERNATIVE SHUTTLE SERVICES**

**BACKGROUND:**

Alternative student shuttle services are needed to transport the McKinney-Vento (homeless) students. The District began using these services in September 2021, and the increase in transportation services rose from 5 to 32 students. Based on last year's expenses, the District expects to spend up to \$350,000, but has budgeted \$500,000. The request is not-to-exceed \$500,000 for the 2022 - 2023 school year.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Alternative Shuttle Services
2. Decline to Approve Alternative Shuttle Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Alternative Shuttle Services

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

General Fund                      199-34-6299-001-999-99-434-0000000

**COST:**

Not-to-Exceed - \$500,000

**VENDOR:**

EverDriven (ALC Schools)

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Omina Partners-Region 4 ESC, Contract R190401. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

All Campuses

**RATIONALE:**

The approval of this shuttle service will support the transportation needs of the McKinney Vento students.

**INFORMATION SOURCE:**

Joseph Coburn

**FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF ALTERNATIVE  
TRANSPORTATION SOLUTIONS**

This First Amendment to the Agreement for the Provision of Alternative Transportation Solutions ("Amendment"), effective as of the date of execution below, is made part of the Agreement for the Provision of Alternative Transportation Solutions ("Agreement") dated September 27, 2021, by and between EverDriven Technologies, LLC. formerly known as ALC Schools, LLC. ("Contractor"), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (the "District"). The Contractor and the District will be collectively referred to as the "Parties."

**RECITALS:**

- A. The Contractor and the District entered into the Agreement through the Contractor's agreement with OMNIA Partners, Contract No. R190401, dated September 27, 2021. Words and phrases as used in this Amendment shall have the same meaning as set forth in the Agreement except as otherwise defined herein. While not attached hereto, the provisions of the Agreement are incorporated herein by this reference.
- B. The District and the Contractor now desire to amend the Agreement on the terms and conditions set forth below.

NOW, THEREFORE, the Parties, for good consideration, agree to make the following changes and/or additions to the Agreement outlined below.

- 1. As allowed by Section 2 of the Agreement, the term of the Agreement is renewed for a successive twelve (12) month term; the First Renewal Term. As such, the term of the Agreement is extended to June 30, 2023.
- 2. The table included in the Fee Schedule of Attachment 1 of the Agreement is replaced with the revised Fees for Service table included in Attachment 1A, below.
- 3. If the Agreement is further renewed, by a mutual written agreement, the Fees may be subject to a three percent (3%) annual increase.

Except as set forth in this Amendment, the Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF, the Parties have executed this Amendment.**

**DISTRICT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONTRACTOR**

Signed:  \_\_\_\_\_

Date: 7/9/2022

Name: Megan Carey

Title: Chief Development Officer

AA  
07/21/22

**Attachment 1A**  
**22 – 23 Fees for Service**

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$68.25
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$35.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$30.00
No Show or Late Cancel	Full Price of Trip



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# EverDriven (ALC Schools)

Alternative Student Transportation

Click to expand menu ▾

## Alternative Student/Customer Transportation

### Region 4 ESC - TX

**Contract Number: R190401**

January 1, 2020 through December 31, 2022

Option to renew for two (2) additional one-year periods through December 31, 2024

#### Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)



## Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Federal Certification Documentation
- Notice of Material Change to the Vendor Contract
- Contract Update 1
- Contract Update 2
- Contract Update 3

## Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

## Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Request List
- RFP Opening Documents

REQUEST CONTRACT  
INFORMATION





**ACTION AGENDA ITEM  
BOARD MEETING  
August 23, 2022**

**TOPIC:       APPROVE MODERNIZATION OF HYDRAULIC ELEVATORS**

**BACKGROUND:**

There are four (4) hydraulic elevators that need modernization - two (2) at Benbrook Middle/High School and two (2) at Jean McClung Middle School. The initial installation of the proprietary elevators occurred when the campuses were built. As the need arose to repair these elevators, modernization is necessary to provide safe and code compliant elevators.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Modernization of Hydraulic Elevators
2. Decline to Approve the Modernization of Hydraulic Elevators
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Modernization of Hydraulic Elevators

**FUNDING SOURCE:**

**Additional Details**

TRE	198-51-6299-001-070-99-501-000000.....	\$117,000
	198-51-6299-001-071-99-501-000000.....	\$117,000

**COST:**

\$234,000

**VENDOR:**

K&M Elevators

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 19-050

Number of Bid/Proposals received: 5

HUB Firms: 3

Compliant Bids: 2

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

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Benbrook Middle/High School  
Jean McClung Middle School

**RATIONALE:**

Modernization of the hydraulic elevators will ease the preventive maintenance and repairs for the elevators.

**INFORMATION SOURCE:**

Joseph Coburn



# K & M Elevator, LLC

2229 E. Loop 820 N.  
Fort Worth, Texas 76118

# Estimate

Date 7/27/2022

Estimate No. 12903

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, Texas 76107	Fort Worth ISD McClung Jean Middle School 070 3000 Forest Avenue Fort Worth, Texas 76112 Region: East

Description	Qty	Rate	Total
Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016.			
Modernization of (1) Hydraulic Elevator Specifications: Elevator No 2 (1) MCE Controller, Selectors, Car Top Station (1) GAL MOVFR Operator (1) New Car Operating Panel and Hall Buttons (1) New Travel cable and Hoistway Wire	1	58,500.00	58,500.00
Obtain Permit from State / Plan Review Perform Inspection with Licensed Inspector Freight / Shipping & Handling			

<b>Subtotal</b>	\$58,500.00	<b>Sales Tax (8.25%)</b>	\$0.00	<b>Total</b>	<b>\$58,500.00</b>
-----------------	-------------	--------------------------	--------	--------------	--------------------

Thank you for considering K & M Elevator, LLC for your vertical transportation needs.  
 Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

**Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



# K & M Elevator, LLC

2229 E. Loop 820 N.  
Fort Worth, Texas 76118

# Estimate

Date 7/11/2022

Estimate No. 12869

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, Texas 76107	Fort Worth ISD Benbrook Middle & High School 071 201 Overcrest Drive Fort Worth, Texas 76126 Region: West

Description	Qty	Rate	Total
Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016.			
Modernization of (1) Hydraulic Elevator Specifications: Elevator No. 2 (1) MCE Controller, Selectors, Car Top Station (1) GAL MOVFR Operator (1) New Car Operating Panel and Hall Buttons (1) New Travel cable and Hoistway Wire	1	58,500.00	58,500.00
Obtain Permit from State / Plan Review Perform Inspection with Licensed Inspector Freight / Shipping & Handling			

<b>Subtotal</b>	\$58,500.00	<b>Sales Tax (8.25%)</b>	\$0.00	<b>Total</b>	<b>\$58,500.00</b>
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Thank you for considering K & M Elevator, LLC for your vertical transportation needs.  
 Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

**Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



# K & M Elevator, LLC

2229 E. Loop 820 N.  
Fort Worth, Texas 76118

# Estimate

Date 7/11/2022

Estimate No. 12868

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, Texas 76107	Fort Worth ISD Benbrook Middle & High School 071 201 Overcrest Drive Fort Worth, Texas 76126 Region: West

Description	Qty	Rate	Total
Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016.			
Modernization of (1) Hydraulic Elevator Specifications: Elevator No. 1 (1) MCE Controller, Selectors, Car Top Station (1) GAL MOVFR Operator (1) New Car Operating Panel and Hall Buttons (1) New Travel cable and Hoistway Wire	1	58,500.00	58,500.00
Obtain Permit from State / Plan Review Perform Inspection with Licensed Inspector Freight / Shipping & Handling			

<b>Subtotal</b>	\$58,500.00	<b>Sales Tax (8.25%)</b>	\$0.00	<b>Total</b>	<b>\$58,500.00</b>
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Thank you for considering K & M Elevator, LLC for your vertical transportation needs.  
 Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

**Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



# K & M Elevator, LLC

2229 E. Loop 820 N.  
Fort Worth, Texas 76118

# Estimate

Date 7/11/2022

Estimate No. 12867

Created By: fallon@kmelevator.com

Name / Address	Ship To Address
Fort Worth Independent School District ATTN: Accounts Payable 100 N. University Drive Suite NW 140-E Fort Worth, Texas 76107	Fort Worth ISD McClung Jean Middle School 070 3000 Forest Avenue Fort Worth, Texas 76112 Region: East

Description	Qty	Rate	Total
Thank you for considering K & M Elevator for this project. Below you will find a detailed scope of work that we are proposing to perform. K & M Elevator will provide skilled labor to furnish and install the material on this project. All material installed shall comply with A17.1 2016.			
Modernization of (1) Hydraulic Elevator Specifications: (1) MCE Controller, Selectors, Car Top Station (1) GAL MOVFR Operator (1) New Car Operating Panel and Hall Buttons (1) New Travel cable and Hoistway Wire	1	58,500.00	58,500.00
Obtain Permit from State / Plan Review Perform Inspection with Licensed Inspector Freight / Shipping & Handling			

<b>Subtotal</b>	\$58,500.00	<b>Sales Tax (8.25%)</b>	\$0.00	<b>Total</b>	<b>\$58,500.00</b>
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Thank you for considering K & M Elevator, LLC for your vertical transportation needs.  
 Terms & Conditions: Pricing is valid for 90 days. + All work will be conducted during normal business hours unless specified in the above description. + Any and all work requested outside the above referenced scope of work will require an additional Estimate. + In the event any unforeseen items arise outside the control of K & M Elevator, we will contact you immediately to address any possible additional costs and all changes must be made in writing. + Late payment fees will be assessed on all aging invoices.

**Acceptance of Terms: Your signature below represents that you understand and agree to all terms and conditions as stated herein.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**        **APPROVE ONRAMPS CONTRACT AGREEMENT FOR THE  
2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

The University of Texas at Austin (UT at Austin), on behalf of the Division of Innovation, and Fort Worth Independent School District (Fort Worth ISD) will enter into this agreement to implement OnRamps to offer distance college courses through a dual-enrollment model including high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their school district and the opportunity to earn college credits from UT at Austin through a distance education course.

The first component of the agreement reflects the cooperative program agreement between UT OnRamps and Fort Worth ISD to enable students to enroll in dual enrollment courses. The second part of the agreement outlines the implementation of OnRamps dual-enrollment distance courses and shared program responsibilities between Fort Worth ISD and UT at Austin.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve OnRamps Contract Agreement for the 2022 - 2023 School Year
2. Decline to Approve OnRamps Contract Agreement for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve OnRamps Contract Agreement for the 2022 - 2023 School Year

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

Special Revenue	289-11-6299-WBL-XXX-24-512-000000-23F12
	289-13-6411-WBL-XXX-24-512-000000-23F12
	289-11-6222-WBL-XXX-24-512-000000-23F12

**COST:**

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

**VENDOR:**

University of Texas at Austin

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Division of Innovation  
Arlington Heights High School  
Benbrook Middle/High School  
Carter-Riverside High School  
Dunbar High School  
Diamond Hill-Jarvis High School  
Eastern Hills High School  
I.M. Terrell Academy for STEM & VPA  
North Side High School  
Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Trimble Tech High School  
Western Hills High School  
World Languages Institute  
O.D. Wyatt High School  
Young Men's Leadership Academy  
Young Women's Leadership Academy

**RATIONALE:**

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school which leads to a post-secondary degree and/or certificate.

**INFORMATION SOURCE:**

David Saenz



**Interlocal Agreement  
Between  
The University of Texas at Austin  
And the  
Fort Worth Independent School District**

**FOR THE 2022-2023 ONRAMPS PROGRAM**

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2022, is entered on the Effective Date by 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, (FWISD) and The University of Texas at Austin (UT Austin), on behalf of its OnRamps program. FWISD and UT Austin may be collectively referred to as the “Parties” or individually as a “Party”.

**Contracting Parties:**

Receiving Party: Fort Worth Independent School District  
100 N University Dr  
Fort Worth, TX 76107

Performing Party: The University of Texas at Austin  
OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712

**WHEREAS**, UT Austin and FWISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and simultaneously receive academic credits from UT Austin and their FWISD high school(s).

**WHEREAS**, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Parties agree as follows:

**1. Interlocal**

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each Party represents it has the authority to enter into the Agreement and does so by action of its governing body. To the extent any Party pays for the performance of governmental functions or services, the Party will make those payments from current revenues available to that Party.

## **2. Nature of OnRamps**

- 2.1. UT Austin and FWISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from FWISD and college credits from UT Austin through a distance education course.
- 2.2. FWISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, FWISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at FWISD.

## **3. Fees and Payments**

### **3.1. Enrollment Fees**

- a. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support, and course implementation support outlined in this Agreement for FWISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.
- b. FWISD is paying a subsidized rate. Subject to available funding, during the 2022-2023 school year, the fee of \$249 (or \$199 for students identified free and reduced lunch), per student, and per course is subsidized to \$149 (or \$99 for students identified free and reduced lunch). The subsidy is being covered by OnRamps and applicable 87<sup>th</sup> legislative appropriation. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.
- c. The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the designated course census date. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

### **3.2. Professional Learning Development (PLD) Fee**

- a. The cost of OnRamps professional development will be assessed on a per-teacher basis at a rate of \$850 for teachers implementing a course for the first year, or after an absence of more than one year, and \$550 for teachers implementing the same course for two or more consecutive years. This fee covers professional learning and development requirements during the entire term of this Agreement, including the Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual coaching, and professional development assignments. If FWISD or an applicable FWISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based on the status of the teacher at the student census.
- b. The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

- 3.3 FWISD is responsible for paying within 30 days of receipt of any undisputed invoice.

- 3.4 All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin  
OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712

#### **4. Scope of Work and Responsibilities**

- 4.1 Responsibilities to implement OnRamps distance college courses will be shared by FWISD and OnRamps. FWISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

#### **4.2 Responsibilities of OnRamps**

##### **a. Enrollment and Records**

1. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
2. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and FWISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein as Exhibit A.
3. Record grades on UT Austin transcripts for students who are eligible for and accept college credit for the distance college course.
4. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

##### **b. Curriculum and Instruction**

1. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses.
2. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
3. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester-long or year-long courses. The college enrollment process differs between the two-course types.
  - a. Semester-long and year-long course college enrollment information:
    - i. Students must complete a series of required assignments and summative

- assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
- ii. Students in year-long courses must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to be eligible to earn college credit in the OnRamps distance college course.
  - iii. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
  - iv. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
- b. Additional year-long course college enrollment information:
- i. A student who does not earn a passing grade (D- or above) may be determined to be eligible if the student meets the Texas Success Initiative (TSI) exemption criteria for that course. Grade-based eligibility criteria and TSI exemption criteria are detailed in each college course syllabus for which TSI exemption may be used.
  - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
4. Provide technology and support services necessary for teaching and learning in OnRamps courses and program implementation:
- a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
  - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
  - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
  - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
  - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
  - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
  - g. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- c. Professional Development and Support**
1. Deliver professional learning to participating FWISD teachers who teach the OnRamps course.
    - a. Summer PLI for participating FWISD teachers will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
    - b. Academic year PLIs: One-day PLIs for new and returning participating FWISD teachers will be held at UT Austin or designated regional sites, or delivered

virtually during the fall and spring semesters, at UT Austin's sole discretion. FWISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.

- c. Participating FWISD teachers will be credited with continuing professional education hours for the hours of documented attendance.
2. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to FWISD and its administration.
3. Deliver in-person or virtual presentations and/or workshops to FWISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success.
4. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
5. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
6. Provide virtual coaching to each OnRamps high school teacher to support course implementation and enhance their professional practice.

**d. Institutional Effectiveness**

1. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as FWISD high school teachers and administrators. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps FWISD high school teacher(s) and classroom observations.
  - a. OnRamps staff will alert FWISD administration of any serious concerns regarding FWISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If FWISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
  - b. A FWISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided coaching and support as available through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps's sole discretion, OnRamps will notify FWISD, who will use its best efforts to identify an alternate high school teacher, and FWISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
  - c. Should OnRamps deem an OnRamps FWISD high school teacher as not compatible with or not in the best interest of the program in OnRamps's sole discretion, OnRamps will notify FWISD who will work with OnRamps to

continue the course through an alternate teacher.

- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the OnRamps program must inform the FWISD district contact.

**e. Extended Student Absences [subject to FWISD policies]**

1. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the FWISD point of contact, campus principal, and/or the high school teacher of the campus must notify the OnRamps Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
  - a. The administrator, OnRamps FWISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
    - i. If this occurs prior to the identified course census date, then the FWISD will not be invoiced for this student.
    - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
2. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstances, the FWISD point of contact, campus principal, and/or the high school instructor must notify the OnRamps Associate Director of Enrollment Management immediately to determine if eligibility for enrollment may continue, which decision will be made on OnRamps in its sole discretion.

**4.3 Responsibilities of FWISD [subject to FWISD policies and applicable law]**

- a. Implement one or more OnRamps courses.
  1. Assign a(n) FWISD contact responsible for overseeing the implementation of OnRamps high school course(s) and participating in meetings designated for FWISD administration with OnRamps staff.
    - a. This FWISD contact will provide up-to-date contact information for FWISD

and its campus administration. In the event there is a change in administration at FWISD or at its applicable campuses, the FWISD contact will update the OnRamps Portal.

2. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
3. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Neither OnRamps syllabi nor course content may be used for submission to satisfy the requirements for third-party evaluation.
4. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing: the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
  - a. Prohibits the OnRamps courses from being offered as an AP English course.
  - b. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of fifty (50) students. Alternatively, a teacher may have sixty (60) students distributed in three (3) or more sections. With approval, the cap of sixty (60) students may be exceeded in exceptional circumstances at OnRamps sole discretion.
- b. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with FWISD policies.
  1. Minimum requirements for all OnRamps FWISD high school teachers include:
    - a. Bachelor's degree in the discipline or a related field.
    - b. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
    - c. Completed annual OnRamps teacher application.
    - d. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for the implementation of the OnRamps program. OnRamps will provision the EID as high assurance and may suspend, terminate, or revoke access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps FWISD high school teacher can no longer complete the course.
    - e. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. FWISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI tasks may not be eligible to attend PLI. The decision to admit or deny such a teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.
    - f. Successful completion of Summer PLI. New OnRamps FWISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre and during PLI.
    - g. Attendance at and completion of all required monthly virtual conferences or

- virtual learning modules, academic year PLIs, and professional development assignments.
- i. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
  - h. Attendance at the Fall and Spring PLIs.
    - i. FWISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight (8) hours of continuing professional education hours.
    - i. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
    - j. Adhere to guidelines regarding OnRamps course content intellectual property. FWISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
    - k. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
  2. Additional requirements for OnRamps returning FWISD teachers include:
    - a. Successful implementation of OnRamps course during the previous academic year according to requirements under Subsection 4.3(d) below.
  - c. Ensure OnRamps FWISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
    1. Access to the OnRamps Portal and Canvas LMS. Participating FWISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
    2. Access to a computer, internet, and allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
    3. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
    4. Graphing calculators as specified in the most recent OnRamps Technology Manual.
    5. Audio/visual projection and/or whiteboard.
    6. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
    7. For Biology, Geoscience, Physics and Chemistry, required lab materials.
    8. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
  - d. Ensure OnRamps FWISD high school teachers implement the program with fidelity, including the following:
    1. OnRamps instructors are expected to adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
    2. Administer and facilitate OnRamps-required assignments and assessments without



- alteration through the OnRamps instance of Canvas LMS.
3. Have students create a UT EID and register for OnRamps via the OnRamps Portal.
  4. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
  5. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, virtual coaching and uploads of classroom videos, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, FWISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
  6. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
  7. Notify OnRamps of FWISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- e. Recruit and approve students to participate in the OnRamps courses.
  - f. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
  - g. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
  - h. Any person performing Services under this Agreement on behalf of FWISD must be actively employed or eligible for employment by FWISD and may not be on administrative leave. FWISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If FWISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

## 5. Summer PLI Teacher Registration and Attendance

- 5.1 FWISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- 5.2. New OnRamps FWISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre and during PLI. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
  - a. The FWISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement

a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.

5.3. Cancellation policy:

- a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply. FWISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting, and will pay such invoices within thirty (30) days.
- b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
- c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps FWISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.

5.4 If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, FWISD will be:

- a. Charged the full fee based on whether they are new or returning, for Summer PLI.
- b. All materials provided to FWISD for the course must be returned to OnRamps within 30 days.

**6. Educational Records and Data Sharing**

- 6.1. FWISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to FWISD and for FWISD's accountability reporting purposes, OnRamps requires specific student information from FWISD. All such records are provided the same security as those outlined in this Subsection 6.3, Section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.
- 6.2. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- 6.3. For legitimate educational interests, OnRamps will facilitate the exchange of information

among institutions, OnRamps high school teachers, OnRamps faculty and staff, and FWISD contacts: (1) pertaining to students' progress toward the opportunity to earn college credit; (2) to verify student accommodations under IDEA and/or Section 504; (3) to facilitate early intervention and support student success; (4) pertaining to whether college credit is earned, accepted, and/or declined; (5) to facilitate accurate recordkeeping; and (6) to address academic integrity issues. If either party obtains access to FWISD and/or UT Austin records or record systems protected under FERPA, each Party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access consistent with FERPA.

**7. Governmental Function, Immunity, Record Protection, and Criminal History**

7.1. The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Interlocal Cooperation Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. Parties agree that neither Party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on FWISD or UT Austin not otherwise permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

7.2. Each Party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

**8. Indemnity**

The Parties expressly agree that, except as provided herein, no Party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

**9. Term and Termination**

9.1. This Agreement is effective on June 1, 2022, no matter the date fully executed by both Parties, and covers a period beginning June 1, 2022, and ending August 31, 2023. This agreement cannot be renewed or extended.

9.2. Either Party may, without penalty, terminate this Agreement at the end of any budget period of such Party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other Party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

9.3. Either Party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. FWISD agrees that any amounts owed for Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

**10. Ownership of Intellectual Property**

UT Austin and the OnRamps program shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under the program ("Materials"). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs, and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; FWISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and the OnRamps program.

**11. Contractual Relationship**

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture, or joint obligations between the Parties. Each Party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

**12. Disputes**

If any dispute concerning any fact, interpretation, allowable costs, etc. arises during the performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

**13. Notice to Parties**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests, or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given: (1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail; or (2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

FWISD at:  
Fort Worth Independent School District  
100 N University Dr  
Fort Worth, TX 76107

With a copy to:  
Fort Worth Independent School District

Office of Legal Services  
Attn: OLS Legal Counsel  
100 N University Dr Suite SW 172  
Fort Worth, TX 76107

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer  
101 Inner Campus Dr, Ste 102  
Austin, TX 78712

With a copy to:

OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712  
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

**14. Venue; Governing Law**

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted, and applied in accordance with, governed by, and enforced under, the laws of the State of Texas.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Cybersecurity Training Program**

During the term and any renewal of this Agreement, each Party shall comply with Texas Government Code Chapter 2054, if applicable, concerning cybersecurity for state agencies and

local government, and to the extent applicable verify compliance to the other Party.

## **20. Access by Individuals with Disabilities**

20.1. Performing Party represents and warrants (**EIR Accessibility Warranty**), that to the extent applicable, the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either: (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty; or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, the Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

20.2. Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third-party testing resources as required by [1 TAC Section 213.38\(g\)](#).

## **21. Payment of Debt or Delinquency to the State**

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

## **22. State Auditor's Office**

Contracting Parties understand the acceptance of funds under this Agreement, to the extent applicable, constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

## **23. 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.

## **24. Public Records**

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public

information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

**25. Signatory Representations**

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party  
Fort Worth Independent School District

Performing Party  
The University of Texas at Austin



Signature: \_\_\_\_\_

DocuSigned by:  
  
D9E4716847F042B

Signature: \_\_\_\_\_

Name: Lisa Castillo

Name: Linda Shaunessy

Executive Director  
Title: Choice & Collegiate Programming

Title: Business Contracts Administrator

Date: \_\_\_\_\_

Date: 2022-07-06 | 14:53:29 PDT

AA  
07/28/2022

Signature: \_\_\_\_\_

Kent P. Scribner, Ph.D.  
Superintendent of Schools  
Fort Worth Independent School District

Signature: \_\_\_\_\_

Tobi Jackson  
Board President  
Fort Worth Independent School District

Exhibit A  
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-



OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE CLINICAL PARTNERSHIP BUDGET FOR DEMENTIA CARE'S CERTIFIED NURSING ASSISTANT TRAINING PROGRAM****

**BACKGROUND:**

James L. West Center for Dementia Care and its staff provide long-term care services in the Fort Worth community and are authorized to provide long-term care training as required by the Texas Department of Health and Human Services Commission. Within the North Side High School (NSHS) P-TECH Medical Academy, students will be completing certified nurse assistant (CNA) training in order to be eligible for the nurse aide examination. NSHS Health science students are required to complete a minimum of 100 clock hours of training in the areas of academic classroom training (60 clock hours) and direct hands-on resident care in a nursing facility (40 hours) under the supervision of a nurse with long-term care credentials. Since CNA is a credential offered through the P-TECH Medical program at NSHS, financial support is being requested to meet the needs of all the students and to ensure students are properly prepared for the healthcare industry. NSHS doesn't have a qualified instructor to assist as outlined by the State of Texas.

The program will need support to finance the following areas:

- Two (2) credentialed long-term care professionals: Certified RN and LVN to instruct and validate students' skills
- Personal protective equipment for students as they provide direct patient care
- Transportation costs (mileage) incurred by the James L. West staff to and from NSHS
- Students' preparation and testing fees

The funds will be used for three (3) school years and will impact up to 75 students in total.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Clinical Partnership Budget for Dementia Care's Certified Nursing Assistant Training Program
2. Decline to Approve Clinical Partnership Budget for Dementia Care's Certified Nursing Assistant Training Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Clinical Partnership Budget for Dementia Care's Certified Nursing Assistant Training Program

**FUNDING SOURCE:**            *Additional Details*

General Fund                            199-11-6299-001-008-22-721-000000

**COST:**

\$112,074

**VENDOR:**

James L. West Center for Dementia Care

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

North Side High School/CTE Health Science Technology Program

**RATIONALE:**

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

**INFORMATION SOURCE:**

David Saenz

## Exhibit A

This Clinical Affiliation Agreement (the "Agreement"), is entered into by and between the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("FWISD") and James L. West Center for Dementia Care, a clinical facility located at 1111 Summit Ave, Fort Worth, TX 76102 ("Facility"). FWISD and Facility agree to the following:

### PURPOSE

FWISD has a technical education program ("Program") through which FWISD provides its students' academic and clinical experience in the health sciences. FWISD desires for the Facility to provide certain students of FWISD with clinical experience within the Facility's environment, and Facility is willing to provide such experience.

### 1.0 RESPONSIBILITIES OF FWISD

FWISD shall:

- a) plan the educational activities for the Program's clinical experience at Facility after consultation with and approval by Facility;
- b) provide a FWISD faculty member at Facility to be available at times for consultation to students participating in the Program;
- c) instruct students to abide by Facility's patient care policies and guidelines. Information regarding Facility's applicable policies and guidelines will be available at the time of student orientation at Facility;
- d) if applicable, provide Facility with the appropriate forms to be used in evaluating the performance of students in the program;
- e) require students to comply with the regulatory and accreditation standards provided by the Facility at the time of student orientation at Facility;
- f) if applicable, confirm students have been instructed in Standard Precautions recommended by the Centers for Disease Control and Prevention (CDC) and completed a Basic Life Support ("BLS") Healthcare Provider cardiopulmonary resuscitation course prior to beginning of the Program and provide evidence of such confirmation to Facility prior to commencement of the Program or upon request of Facility thereafter;
- g) provide proof of professional liability insurance covering students placed at the Facility. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company acceptable to Facility;
- h) consider promptly any complaints made by Facility against a student and participate in joint problem solving. Patient safety and welfare shall be the primary concern. Student issues will be documented by the Facility and provide to the designated Faculty member and/or other representative of FWISD. Facility, in its sole discretion, may require permanent withdrawal of any student from Facility at any time for cause;
- i) ensure that each student and FWISD faculty member at all times while at Facility wears a name tag, badge, or other identifying label that clearly states the student or faculty member's identity and the name of FWISD; and
- j) provide transportation for students to and from the Facility.

### 2.0 RESPONSIBILITY OF FACILITY

Facility shall:

- a) provide cooperation to promote the success of the Program;
- b) provide suitable clinical experience situations as prescribed by the curriculum provided by the Facility;
- c) assist with clinical teaching and supervision of an agreed-upon number of students in the Program;
- d) retain responsibility for patient, resident, and/or client care;
- e) reserve the right to determine the manner in which its equipment shall be operated;

- f) to the extent allowed by law, assume no professional or financial liability for injury to students or faculty except that which might occur as a member of the public; and
- g) provide access to acute emergency care at student's expense in the event of an accident or injury to a student on Facility's campus;
- h) confirm students have been tested for tuberculosis prior to commencement of the Program or upon request of Facility; and
- i) provide FWISD with all financial invoices and billings each month.

### **3.0 RESPONSIBILITIES OF FWISD AND FACILITY**

FWISD and Facility shall:

- a) agree upon the number of students to be placed in Facility for clinical rotations prior to the beginning of each semester in which students are assigned to and accepted by Facility;
- b) mutually agree, schedule, and provide an orientation of faculty and students to Facility and assign units;
- c) revise or modify this Agreement in writing if both parties agree to the revisions or modifications;
- d) comply with all applicable federal and state laws, rules, and regulations; and
- e) confirm students have been tested for tuberculosis within one (1) year of commencement of the Program and are tested at least annually while participating in the Program and provide evidence of such testing and the results to Facility prior to commencement of the Program or upon request of Facility thereafter.

## EXHIBIT B

James L. West Center for Dementia Care (“Facility”) will provide long-term care instruction, support, clinical experiences, and resources to North Side HS HST P-TECH Medical students as required by the State of Texas for CNAs (Certified Nursing Assistants) training programs. The Facility will provide the following deliverables for the CNA Training Program at North Side High School:

- one RN educator and one LVN educator in the area of long-term care to provide NSHS P-TECH Medical students with the high-quality training and preparations for the State of Texas CNA exam;
- provide the North Side HS Health Science Technology teacher of record with students’ weekly progress reports and grades;
- Meet with NSHS students a minimum of 61 days during the school year;
- provide digital copies of all instructional materials related to the CNA training program;
- provide workplace identification badges to participating students and coordinating teachers; and
- provide all required clinical Personal Protective Equipment (PPE) to student interns while working with patients at the Facility.

Below is the budget breakdown for the CNA Training Program for year 1, 2, and 3. The program will start in August 2022.

James L. West Center for Dementia Care CNA Training Program PWSO - Budget Date: 03/11/2022	YR1		YR2		YR3		3 year total
	Fall	Spring	Fall	Spring	Fall	Spring	
	PWSO Allocation	Full Budget Allocation to SHS	PWSO Allocation	Full Budget Allocation to SHS	PWSO Allocation	Full Budget Allocation to SHS	
	Aug-Dec 2022	Jan-May 2023	Aug-Dec 2023	Jan-May 2024	Aug-Dec 2024	Jan-May 2025	
Classroom Days / No Built in Make Up Days	52	29	52	29	52	29	
RN / Educator	1,030	2,291	9,082	2,540	9,336	2,887	
LVN's (Educator)		9,500		9,575		10,475	
Salary & Benefits	8,690	11,889	9,882	12,614	9,336	10,342	79,324
Student budgeted population per semester	24	24	24	24	24	24	
Mileage/Car staff only (\$0.5 cents/mile)							
Fall semester @ PWSO Campus	403	-	401	-	516	-	
Spring Semester @ PWSO Campus for testing	-	219	-	219	-	219	
PPE - student's supplies for resident contact (Spring semester only)	-	2,400	-	2,320	-	3,308	
Cost of Certification-\$150/student required by State for the Clinical & Practical Testing	-	3,600	-	3,600	-	4,300	
Clinical Expenses	403	6,219	401	6,139	516	6,827	22,083
per PWSO - 10% contingency cost to cover additional costs/fees for inflation	912	2,291	957	2,308	1,026	2,637	10,188
<b>TOTAL PROGRAM EXPENSES</b>	<b>10,015</b>	<b>25,201</b>	<b>10,240</b>	<b>24,250</b>	<b>11,057</b>	<b>25,906</b>	<b>112,651</b>

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE TEXAS HOME VISITING GRANT**

**BACKGROUND:**

Texas Home Visiting Program is designed to impact high-risk families by providing parents with early childhood development and academic support through personal home visits, group connections, screening, and resource awareness.

The primary goals of the Texas Home Visiting Grant are to:

1. Improve school readiness;
2. Increase parent knowledge of early childhood development and improve parent practices;
3. Prevent childhood abuse and neglect; and
4. Provide early detection of developmental delays and health issues.

The current Texas Home Visiting Grant began in 2015 and will end on August 31, 2022. The Fort Worth ISD (FWISD) Parent Partnerships Department submitted a request for proposal in February 2022 to the Department of Family Protective Services (DFPS). In July 2022, the DFPS negotiated and awarded FWISD a preliminary contract with a new five (5) year Texas Home Visiting Grant for the period September 1, 2022, through August 31, 2027. The grant award is \$900,000. The grant allows for eight (8) licensed Social Workers, one (1) Specialist IV, and one (1) Administrative Assistant that will directly impact 160 families and indirectly reach thousands of unenrolled families through community partnerships and events.

The key regional partner for the Texas Home Visiting grant is The Early Learning Alliance (ELA)/Help Me Grow North Texas organization.

ELA will collect early learning data, including but not limited to the following:

1. Pre-K and Kindergarten readiness data;
2. 3rd-grade reading; and
3. Highly qualified early learning centers

The Texas Home Visiting project staff will also be responsible for participating in subcommittees such as Family and Community Outreach and Data Collection and Analysis.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Texas Home Visiting Grant
2. Decline to Approve Texas Home Visiting Grant
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Texas Home Visiting Grant

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

Special Revenue                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Texas Department of Family and Protective Services

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

Not Applicable

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

Parent Partnerships / Families of children 0 to 5 years old in the FWISD area.

**RATIONALE:**

Fort Worth ISD (FWISD) is the fifth largest school district in Texas, with over 4,000 students attending Pre-K during the 2020 - 2021 school year. In addition, over 85% of FWISD students are classified as Economically Disadvantaged, receiving free or reduced lunch; over 70.6% of students are At-Risk, 34.8% receive Bilingual/ESL Education, and 10.4% are enrolled in Special Education.

The Texas Home Visiting Grant program creates a pathway to an early approach focusing on economically disadvantaged and at-risk families with children ages zero to five. THV reduces barriers in early education by cultivating parenting skills, social-emotional wellness, and school readiness/early childhood development. The program also offers services to parents to address



other issues that may affect family wellness, such as substance abuse, a parent with a disability, domestic violence, and mental health. The Texas Home Visiting Grant is an asset to FWISD's early childhood program, and it will aid students entering Pre-K programs ready to learn and produce healthy family well-being through services offered by the licensed social worker staff.

**INFORMATION SOURCE:**

Cherie Washington

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
GRANT AGREEMENT**

**I. PURPOSE.**

The Texas Department of Family and Protective Services (DFPS) and Fort Worth Independent School District (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Grant Agreement for Texas Home Visiting services (Grant).

**II. LEGAL AUTHORITY.**

This Grant Agreement is entered under DFPS's statutory authority in Texas Human Resources Code Chapter 40.

**III. PERIOD OF PERFORMANCE.**

This Grant starts on September 1, 2022, and ends on August 31, 2027, and can be renewed, extended, or terminated as provided for in this Grant Agreement. Following the base term, DFPS, at its sole option, may extend any resulting Grant Agreement for one additional 12-month term to complete a new Request for Applications or transition to a new Grantee.

**IV. TOTAL AMOUNT OF THIS GRANT.**

The total amount of this Grant will not exceed \$5,625,000. All expenditures under this Grant will be in accordance with the Budget (Attachment B).

**V. STATEMENT OF WORK.**

Grantee will perform the work and provide services as provided for in the Statement of Work (Attachment A). All work and services provided under this Grant must be in accordance with all state and federal laws, rules, and regulations.

**VI. GRANT INFORMATION.**

The attached Budget (Attachment B) contains the Grant Information. PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, Quality Incentive Project (QIP) terms, or other Grant requirements.

**VII. CONTRACT (GRANT) MANAGER.**

These Contract (Grant) Managers are authorized to administer activities and receive notices and general correspondence for this Grant by sending it to them as provided below.

**A. DFPS**

Randy Brown  
Contract Management and Oversight (CMO) Manager

4900 North Lamar, MC 2402  
Austin, TX 78751  
(512) 960-9217  
[PEIContracting@dfps.texas.gov](mailto:PEIContracting@dfps.texas.gov)

**B. GRANTEE**

Carmen Arrieta-Candelaria  
Chief Financial Officer  
100 N. University Drive, Ste. SW204  
Fort Worth, TX 76107  
(817) 814-2101  
[carmen.arrieta-candel@fwisd.org](mailto:carmen.arrieta-candel@fwisd.org)

**VIII. ATTACHMENTS.**

The Parties agree to comply with the following Attachments and that they are attached and incorporated as part of this Grant Agreement.

- Attachment A – Statement of Work
- Attachment B – Budget
- Attachment C – DFPS Grant Uniform Terms and Conditions
- Attachment D – DFPS Grant Supplemental and Special Conditions
- Attachment E – Federal Assurances and Certifications
- Attachment F – Request for Applications

**IX. SIGNATURES.**

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party and that this Grant Agreement represents the final agreement of the Parties.

**DFPS**

**GRANTEE**

X

X

**NAME:** Jaime Masters  
**TITLE:** Commissioner  
**DATE:**

**NAME:** Carmen Arrieta-Candelaria  
**TITLE:** Chief Financial Officer  
**DATE:**

**ATTACHMENT A  
STATEMENT OF WORK**

This Statement of Work (SOW) provides a summary of the Grantee’s program, core services, service delivery area, eligible population, outputs and outcomes, reporting requirements, and other requirements. Any changes to this SOW require a formal amendment.

**TEXAS HOME VISITING (THV)**

<b>GRANT INFORMATION</b>	
<b>Grantee Name:</b> Fort Worth Independent School District	<b>Period of Performance:</b> September 1, 2022 through August 31, 2027
<b>Contract (Grant) Number:</b> HHS001105400011	<b>Agency ID:</b> 24853622

**PROGRAM SERVICES**

The following is the list of services to be provided under this award and for which outputs are determined. Each service must identify the agency that will be providing the service. These services include only those funded by PEI under this award.

<b>Agency Providing Service</b>	<b>Service Type</b>	<b>Program Model / Curriculum</b>
Fort Worth Independent School District	Home Visiting Services	Parents As Teachers

**SERVICE DELIVERY AREA**

The service delivery area consists of the county or counties served under this award and is limited to the county or counties specified here. Any county or counties indicated here are included in the 59 qualifying counties identified in the Texas 2020 MIECHV Needs Assessment.

Tarrant County

**ELIGIBLE POPULATION**

Families eligible for Texas Home Visiting services include expecting parent(s) or caregiver(s), or parent(s) or primary caregiver(s) of a child up to age 5. Primary caregivers can include a grandparent or other relative of the child or a foster parent or noncustodial parent who has an ongoing relationship with and provides physical care for the child.

Families are eligible for THV services if the parent or primary caregiver is expecting or parenting a young child, from birth until the child’s sixth birthday or kindergarten entry, whichever occurs first.

Families must reside in the specified service delivery area county or unified service area to be eligible for services.

**ATTACHMENT A**

Families must also exhibit one or more of the PEI priority characteristics to be eligible for services.
<b>COALITION WORK</b>
See Project Work Plan.
<b>OTHER CONTRACTED WORK</b>
See Project Work Plan.

<b>REQUIRED GRANTEE OUTPUTS &amp; OUTCOMES</b>	
<b>OUTPUTS</b>	<b>TARGET</b>
<b>Output 1:</b> Expected number of families served <b>monthly</b> .	<b>160</b>
<b>Output 2:</b> Expected number of families served <b>annually</b> .	<b>160</b>
<b>Output 3:</b> Families will remain engaged in the program for a minimum of one year or optimal length of time as determined by selected program model(s).	50%
<b>Output 4:</b> Primary caregivers are screened for depression using a validated tool within three months of enrollment for those not enrolled prenatally or within three months of delivery for those enrolled prenatally.	80%
<b>Output 5:</b> Primary caregivers receive an observation of parent-child interaction using a validated tool.	80%
<b>Output 6:</b> Children receive a screen for developmental delays using a validated parent-completed tool.	80%
<b>Output 7:</b> Primary caregivers are screened for intimate partner violence (IPV) within six months of enrollment using a validated tool.	80%
<b>Output 8:</b> Grantee will participate in or lead a local early childhood coalition.	Regular coordination or participation.
<b>OUTCOMES</b>	<b>TARGET</b>
<b>Outcome 1:</b> Women will breastfeed for at least six months postpartum where applicable.	20%
<b>Outcome 2:</b> Children will attend recommended well-child visits.	80%
<b>Outcome 3:</b> Primary caregivers and/or family members will read, tell stories, or sing songs daily with their children.	80%
<b>Outcome 4:</b> Parent-child interaction will improve.	80%
<b>Outcome 5:</b> Primary caregivers referred to services for a positive screen for depression receive one or more service contacts.	80%

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## ATTACHMENT A

<b>Outcome 6:</b> Children with positive screens for developmental delays receive services.	80%
<b>Outcome 7:</b> Primary caregivers with positive screens for IPV receive referral information for IPV.	80%
<b>Outcome 8:</b> Children will remain safe.	100%

### REPORTING REQUIREMENTS

Grantee will follow all PEI data collection and reporting requirements.

1. Grantee will submit a monthly expenditure report for allowable expenses using the format and specifications provided by PEI.
2. Grantee will enter all PEI-required data into the Prevention and Early Intervention Reporting System (PEIRS) database, including participant information, service data, survey/assessment data, and outcomes data.
3. Grantee must enter all required data into the PEIRS system no later than 30 calendar days following the close of the month in which the service(s) occurred.
4. Grantee will submit a quarterly report according to the designated timeline, using the template and guidance provided by PEI.
5. Grantee will report any additional data as required by PEI.

### OTHER REQUIREMENTS

#### Evidence-Based Program Model Requirements

Grantee will implement any approved evidence-based program model(s) according to official model requirements and standards. Grantee must use any curricula, assessments, screening tools, data collection, and guidelines required by the program model or PEI.

#### Data Collection Requirements

Grantee must use the data collection system required by PEI. All required data must be entered directly into the applicable system, and the Grantee must perform quality assurance reviews to ensure all data required by PEI is included and the data is accurate. This quality check must include timely review and response to any PEI- or DFPS-generated quality assurance reports or communications.

Data must be entered each month according to PEI specifications and requirements.

#### Continuous Quality Improvement

Grantee is required to participate in Continuous Quality Improvement (CQI) projects related to Health Resources and Services Administration (HRSA) benchmarks, program optimization, or best practice as determined by PEI.

Grantee is required to participate in the CQI learning collaborative, as coordinated by PEI. Grantee will complete CQI-related action items as instructed by PEI.

**ATTACHMENT A**

**Participant Confidentiality**

Any person given permission to enter or view Texas Home Visiting participant or program data must adhere to DFPS rules, regulations, and standards for confidentiality, security, and integrity of program data.

Grantee will take all appropriate steps to maintain participant confidentiality and obtain any necessary written participant consents for disclosure of protected health information and data sharing, in accordance with applicable federal and state laws, including, but not limited to, authorizations, data use agreements, and business agreements as necessary.

Grantee will take all appropriate steps to maintain participant confidentiality and obtain informed, written participant consent prior to sharing information, stories, or photos in which the participant or household members may be identified.

**Training and Staffing Requirements**

Designated Grantee staff must complete any orientations, trainings, or meetings required by PEI and the approved program model(s).

Grantee staff vacancies must be filled as soon as possible and no later than 90 days of vacancy begin date.

Grantee will allow for flexible schedules for direct service staff and supervisors to accommodate participant schedules. Schedules should be reasonable and not pose hardship or safety concern for staff or participants.

**Program Development and Evaluation**

Grantee is required to participate in PEI-required program development and evaluation activities administered through PEI Research and Evaluation, designated state agencies, or any PEI-contracted partners as applicable.

Grantee is prohibited from engaging in research on program staff and/or participant population without prior written authorization from PEI and the relevant program models.

**Monitoring and Oversight**

Grantee may be monitored by DFPS during the period of performance. Grantee must comply with all monitoring requirements and information requests.

Grantee will monitor any subgrantees according to PEI guidance and requirements to ensure that subgrantees adhere to all requirements as they relate to this Grant Agreement.

**Required Background Checks**

To ensure participant safety, Grantee must follow DFPS requirements regarding criminal background checks and records maintenance.

Any person performing services under this award must have an approved DFPS background check.

For any person to be approved for PEIRS database access, DFPS background check clearance must be obtained and completed every two years.

**ATTACHMENT A**

**DFPS Information and Logo Use**

Grantee is prohibited from using the DFPS name, logo, or insignia on forms or other materials related to PEI-funded services. This includes forms (e.g., consent forms) and materials that are distributed to the Grantee's participants.



## **ATTACHMENT B BUDGET**

### **Fort Worth Independent School District TEXAS HOME VISITING (THV)**

#### **A. Grant Total Value**

The Grant total value includes both the annual budget amounts and the potential Quality Incentive Project (QIP) payments. This amount is the projected potential value. Actual budget amounts must be confirmed through the Notice of Award process as referenced in **Section D** of this attachment.

#### **B. Annual Budget**

DFPS will pay the Grantee an annual amount not to exceed the total agreed upon amount in the Grantee's Notice of Award.

#### **C. Quality Incentive Project (QIP)**

1. PEI may award QIP payments if Grantee is high performing for achieving deliverables and unspent appropriated funding is identified and approved for disbursement.
2. QIP payments, if approved, will not exceed 25% of the Grantee's annual budget.

#### **D. Notice of Award**

DFPS provides all information required by the Federal Uniform Grant Guidance annually in the Notice of Award. DFPS may modify the annual award amount at any time during the Grant Period of Performance by issuing an updated Notice of Award to the Grantee. The Federal Uniform Grant Guidance is available at <https://www.hhs.texas.gov/business/grants/federal-uniform-grant-guidance>.

#### **E. Form 2030 PEI Budget Expenditure Workbook**

This award is supported by Form 2030 PEI Budget Expenditure Workbook, which is updated and modified as needed throughout the fiscal year to reflect any changes to the budget.

#### **F. Invoice and Payment**

1. Payments are on a monthly basis in response to an invoice and purchase voucher.
2. Grantee will submit an invoice and purchase voucher monthly, no later than the last day of the month following that in which the expenditure occurred. If the last day falls on a weekend or holiday, the documents are due the next business day.
3. Grantee shall submit a final close-out invoice annually, not later than 45 calendar days following the end of the fiscal year. Reimbursement requests

## **ATTACHMENT B BUDGET**

received more than 45 calendar days following the termination of the Grant may not be paid.

4. PEI will pay Grantee from available funds for services rendered in accordance with the terms of this Grant Agreement upon receipt of a proper and verified invoice and after deduction of any known previous overpayment made by DFPS.

### **G. Grant Information**

1. For the purposes of this Grant, Fort Worth Independent School District (Unique Entity Identifier [UEI] No. TPSZHZCFZJM1) is considered a sub-recipient.
2. DFPS may fund this award under the following:
  - a. US Department of Health and Human Services Health Resources and Services Administration (HRSA) Maternal, Infant and Early Childhood Home Visiting (MIECHV) Grant Program.
  - b. US Department of Health and Human Services Health Resources and Services Administration (HRSA) Maternal, Infant and Early Childhood Home Visiting (MIECHV) under the statutory authority of the American Rescue Plan Act (ARPA).
  - c. US Department of Health and Human Services Administration for Children and Families (ACF) Promoting Safe and Stable Families (PSSF) under the statutory authority of the Family First Transition Act (FFTA).
  - d. State general revenue.
3. DFPS determines the exact amount of state or federal funding at the end of each subsequent fiscal year.
4. DFPS will provide the Grantee, in writing, the exact amount of federal or state dollars used to fund the Grant upon written request from the Grantee.
5. DFPS reserves the right to fund this Grant with other state or federal sources during the Period of Performance.
6. For the Period of Performance, the most recent federal award letter(s) will be available at the following URL:  
[https://www.dfps.state.tx.us/Doing\\_Business/NoA/default.asp](https://www.dfps.state.tx.us/Doing_Business/NoA/default.asp)

**ATTACHMENT C**

**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES  
GRANT UNIFORM TERMS AND CONDITIONS**

**SECTION I  
FUNDING AVAILABILITY & FINANCIAL**

**A. FUNDING AVAILABILITY.**

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

**B. TRAVEL EXPENSES.**

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by TexTravel are higher.

**C. NO DEBT AGAINST THE STATE.**

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

**D. DEBT TO STATE.**

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

**E. RECAPTURE OF FUNDS.**

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures;
2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
3. It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

**F. FINANCIAL REMEDIES.**

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

**G. ALLOWABLE COSTS.**

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS or if financial status reports required under the Financial Status Reports section are not submitted by the due dates. DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by the Texas Grant Management Standards (TxGMS) with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

<b>Applicable Entity</b>	<b>Applicable Cost Principles</b>	<b>Audit Requirements</b>	<b>Administrative Requirements</b>
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Non-profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

**H. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.**

If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200 Government Auditing Standards, and TxGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits. Texas Health and Human Services Commission (HHSC) Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so, then Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section and state procurement procedures as well as with the provisions of TxGMS.

**I. SUBMISSION OF AUDIT.**

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the Single Audit or Program-Specific Audit to DFPS as directed in this Contract and another copy to:  
[single\\_audit\\_report@hhsc.texas.gov](mailto:single_audit_report@hhsc.texas.gov).

**J. INSURANCE.**

For Grantees that are not governmental entities, the following apply:

1. Unless otherwise specified in this Contract, its Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance and in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law, or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

**K. NONSUPPLANTING.**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

**SECTION II  
RECORDS – ACCESS, AUDIT & RETENTION**

**A. RECORDS RETENTION AND ACCESS.**

1. Grantee will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor's Office (SAO), the federal government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of Subcontracts under this Contract and all related documentation for a minimum of seven years after the terminate on of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.
4. **GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.**

**B. SAO AUDIT.**

1. Grantee understands that acceptance of funds under this Contract or through a Subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subgrantees related to this contract and the requirement to cooperate is included in any subcontracts it awards.

**C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.**

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its Subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS's request, a copy of those portions of Grantee's and its Subgrantees' internal audit reports relating to this Contract.

**D. CONFIDENTIAL INFORMATION.**

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
  - a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
  - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
  - c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);
  - d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
  - e. Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;

- f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
  - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
  - i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
  - j. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
  - k. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
  - l. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
  - m. Texas Public Information Act, Texas Government Code Chapter 552;
  - n. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
  - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.
  3. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.
  4. In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

#### **E. PUBLIC INFORMATION ACT.**

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.
2. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

### **SECTION III OWNERSHIP & INTELLECTUAL PROPERTY**

#### **A. OWNERSHIP.**

DFPS owns all work produced by Grantee under this Contract.

#### **B. INTELLECTUAL PROPERTY.**

1. To the extent any services, deliverables, or work performed by Grantee



results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

#### **SECTION IV NOTICE**

##### **A. NOTICE OF LEGAL MATTER OR LITIGATION.**

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

##### **B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.**

Grantee will notify their assigned DFPS Contract Manager within 10 days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

##### **C. COMPLAINT REPORTING.**

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

#### **SECTION V AMENDMENT**

##### **A. BILATERAL AMENDMENT.**

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

##### **B. UNILATERAL AMENDMENT.**

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a

Contract's requirements, terms, or conditions as follows:

1. Correct an obvious clerical error;
2. Modify a Contract or Grant Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules, or policies;
4. Comply with a court order or judgment;
5. Update service-level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
7. Change either Party's Contract or Grant Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

## **SECTION VI TERMINATION**

### **A. TERMINATION FOR CONVENIENCE.**

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

### **B. TERMINATION FOR CAUSE.**

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.
2. ~~In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include but are not limited to the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.~~  
Cannot agree to this provision under Article III Section 52 of the Texas Constitution.

### **C. EQUITABLE SETTLEMENT.**

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

## **SECTION VII GENERAL PROVISIONS**

### **A. GOVERNING LAW AND VENUE.**

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects

otherwise. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

**B. INDEMNITY.**

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

1. GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:
  - a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
  - b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;
  - c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR
  - d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.
2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.
3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

**C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.**

1. Before providing direct services or having direct client contact, or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, Subgrantees, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at [http://www.dfps.state.tx.us/handbooks/Background\\_Checks/default.asp](http://www.dfps.state.tx.us/handbooks/Background_Checks/default.asp), including any required disclosures. Furthermore, before the employee, Subgrantee, or volunteer can provide direct services, have direct contact, or

access client records, the Grantee must receive notice from DFPS that the background check has been approved.

2. If while providing direct services or having direct client contact or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, Subgrantee, Subcontractor or volunteer, then the Grantee will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subgrantee, or volunteer can have direct contact with clients.

**D. ASSIGNMENTS.**

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

**E. SEVERABILITY.**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist, and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

**F. SURVIVABILITY.**

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, that remain to be performed, or that by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and retaining records.

**G. FORCE MAJEURE.**

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

**H. AUTHORITY OF DFPS STAFF.**

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

**I. DISPUTE RESOLUTION.**

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

**Office of General Counsel**

**Physical Address**

4900 N. Lamar Blvd.  
Austin, TX 78751

**Mailing Address**

P.O. Box 149030  
Austin, TX 78714-9030  
Mail Code: E611

**J. WAIVER.**

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract will not constitute a waiver of any provision of the Contract.

**K. CIVIL RIGHTS.**

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
  - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
2. Grantee agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
3. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15 that prohibit a Grantee from adopting and implementing policies and procedures

that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.

4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at <https://www.hhs.texas.gov/about/your-rights/civil-rights-office/civil-rights-posters>.
5. Grantee agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
6. Upon request, Grantee will provide the HHSC Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
North Austin Complex  
4601 W. Guadalupe Street, Mail Code W206  
Austin, TX 78751

Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

#### **L. PERMIT AND LICENSE.**

Grantee will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Grantee to provide services or goods under this Contract.

#### **M. WARRANTY.**

Grantee warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed

the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

**N. E-VERIFY/EMPLOYEE ELIGIBILITY.**

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subgrantees) the Grantee assigns to perform services, deliverables, and work pursuant to the Contract.

**O. REPORT OF WASTE, FRAUD, OR ABUSE.**

Grantees who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at <https://sao.fraud.texas.gov/ReportFraud/>.

**P. EQUITY AND INCLUSION IN SERVICE DELIVERY.**

1. Grantee will ensure staff maintain an openness to on-going learning and self-reflection around culture.
2. Grantee will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client in order to present information in a way that meets each client's individual needs.
3. Grantee will provide services in the client's primary language either directly by Contractor or by a DFPS approved translator.
4. Grantee will have a mission statement, core values, or other similar guidance that abridges how the Grantee will effectively provide services to clients of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms the client's experiences, protects and preserves the clients' dignity, builds healthy partnerships between Grantee and clients, and ensures equity of service delivery.

**Q. PUBLICITY.**

1. Unless prior written authorization is given by DFPS, Grantee must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
2. Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency, as applicable.

**R. LIMITATION OF DFPS NAME, SEAL, OR LOGO.**

1. Grantee will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.

2. Grantee will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Grantee's goods or services.

**S. SUBCONTRACTING AND SUBAWARDING.**

As applicable under the Contract, Grantee will comply with the following:

1. Grantee will be responsible to DFPS for all Subcontractors' and Subgrantees' performance under this Contract. Subcontractors and Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No Subcontract or Subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without prior written DFPS permission.
4. Grantees planning to subcontract or subaward all or a portion of the work to be performed will identify the proposed Subcontractors and Subgrantees.
5. Subcontracting and Subawarding will be solely at Grantee's expense.
6. DFPS retains the right to check Subcontractors' and Subgrantees' backgrounds and to approve or reject the use of submitted Subcontractors and Subgrantees.
7. Grantee will be the sole contact for DFPS, and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds Subcontractors and Subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor and Subgrantee as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Grantee's use of any Subcontractor and Subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

**T. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.**

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at 1-800-252-5400 or online at <https://www.txabusehotline.org/Login/Default.aspx>.

**U. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.**

As applicable to this Contract, the Grantee must comply with DFPS's Data and System Security Requirements at: [http://www.dfps.state.tx.us/Doing\\_Business/documents/Contractor\\_Data\\_and\\_System\\_Security\\_Requirements.pdf](http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf) and agrees to periodically check for, and comply with, any updates made to this document.

**V. REMOVAL OF ACCESS.**

Grantee will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to



such applications needs to be terminated for any employee, Subcontractor, Subawardee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

**W. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.**

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

**X. UNIFORM ACCESSIBILITY REQUIREMENTS.**

As applicable to this Contract, the Grantee must comply with DFPS's Uniform Accessibility Requirements at [http://www.dfps.state.tx.us/Doing\\_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf](http://www.dfps.state.tx.us/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf) and agrees to periodically check for, and comply with, any updated requirements made to this document.

**SECTION VIII  
CERTIFICATIONS & AFFIRMATIONS**

As applicable to this Contract, Grantee certifies and affirms by entering into this Contract that these certifications and affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, Subgrantees, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

- A. Dealing with Public Servants.** Grantee has not given or offered to give and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
- B. Prior Disaster Relief Contract Violation.** Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.
- C. Child Support Affirmation Obligation.** Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.
- D. Suspension and Debarment.** Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees that this provision will be included in its entirety in Grantee's subcontracts if

payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

- E. Excluded Parties.** Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at <https://sam.gov/search/?index>. This Contract will be terminated and payment withheld if this certification is inaccurate. Grantee must include this provision in its entirety in Grantee's Contracts, subawards, and subcontracts.
- F. Executive Head of a State Agency Affirmation.** Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS, and does not employ a current or former executive head of DFPS.
- G. Franchise Tax Status.** Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.
- H. Lobbying Prohibition.** Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055, or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).
- I. Buy Texas Affirmation.** If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Contracts with federal funding that further prohibits the use of geographic preferences.
- J. Antitrust Affirmation.** Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Texas Business and Commerce Code §15.01, et seq.
- K. Entities that Boycott Israel.** If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- L. Human Trafficking Prohibition.** Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this Grant and acknowledges that this Contract may be terminated and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.
- M. Foreign Terrorist Organizations.** Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
- N. Contracting Information Responsibilities.** The requirements of Texas Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly

or intentionally fails to comply with a requirement of this Subchapter.

- O. COVID-19 Vaccine Documentation.** Grantee represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and is eligible pursuant to that section to receive a grant or enter into a contract with DFPS payable with state funds.
- P. Firearm and Ammunition Industries Discrimination Prohibition.** For Contracts entered into on or after September 1, 2021, if Grantee is a Company under Texas Government Code § 2274.002 at the time of executing this Contract, Grantee certifies that it is exempt under that section or it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.
- Q. Abortion Provider and Affiliate Transactions Prohibited.** Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.002 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

**ATTACHMENT D**  
**TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT**  
**SUPPLEMENTAL AND SPECIAL CONDITIONS**

**SECTION I SUPPLEMENTAL CONDITIONS**

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

- A.** The Parties agree that Section I., B., **TRAVEL EXPENSES** of the DFPS Grant Uniform Terms and Conditions is deleted in its entirety and replaced with the following:

Travel must always be billed at the current approved General Service Administration (GSA) rate in effect for the service date on the invoice. Rates may be found at: <https://www.gsa.gov/travel-resources>. Mileage rates may be found at: <http://www.gsa.gov/mileage>.

- B.** The Parties agree that Section VI., B (2), **TERMINATION FOR CAUSE** of the DFPS Grant Uniform Terms and Conditions is deleted in its entirety.

- C.** The Parties agree that Section VII., R., **LIMITATION OF DFPS NAME, SEAL, OR LOGO** of the DFPS Grant Uniform Terms and Conditions is deleted in its entirety and replaced with the following:

1. Grantee will not use the DFPS name, seal, or logo in any form or manner.
2. Grantee will not use the DFPS name, seal, or logo to imply any endorsement, approval, or sponsorship of Grantee's goods or services by DFPS.

- D.** The Parties agree that Section VII., T., **REPORTING ABUSE, NEGLECT, OR EXPLOITATION** of the DFPS Grant Uniform Terms and Conditions is deleted in its entirety and replaced with the following:

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.

**SECTION II SPECIAL CONDITIONS**

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

**A. REMEDIES.**

In addition to any other remedy provided under this Grant or state or federal law, DFPS may impose the following:

## ATTACHMENT D

DFPS reserves the right to implement the following remedies to ensure Grant compliance or to address Grant violations. DFPS may require the Grantee to take specific corrective actions to maintain compliance with applicable federal or state regulations and the terms and conditions of this Grant. The Grantee's failure to comply with the specific corrective actions from DFPS may be grounds for DFPS to suspend or terminate the Grant, in whole or in part.

- 1. Technical Assistance.** DFPS may provide informal support, guidance, clarification, and other forms of technical assistance via phone, email, and virtual meeting to resolve Grant or performance compliance issues. Grantee will document all such instances of technical assistance by DFPS in writing, including any implementation work.
- 2. Technical Resolution.** DFPS and Grantee may enter a joint technical process. Both Parties will hold face-to-face meetings, web meetings, or phone calls where both Parties will identify issues, barriers, potential solutions, and implementation strategies to fix noncompliance and performance issues. DFPS will document these sessions and provide Grantee with a final technical guidance document for implementation.
- 3. Letter of Concern (LOC).** A LOC is a tool to assist Grantees in meeting Grant requirements. A LOC serves as a formal notification of an observed deviation from Grant performance, Project Work Plan, or other requirements. If there are still observed deviations three months after issuance of a LOC, the Prevention and Early Intervention (PEI) Division may then begin a Corrective Action Plan (CAP). A LOC may be issued in the following circumstances:
  - a. Grantee does not meet Outputs for two consecutive months.
  - b. Grantee does not deliver a core program (as determined by DFPS) component for one quarter.
  - c. PEI identifies reoccurring or ongoing issues that impact program performance for two months.
  - d. Required data is late, incomplete, or missing in the Prevention and Early Intervention Reporting System (PEIRS) for two consecutive months.
  - e. Monthly billing is late, incomplete, or missing for two consecutive months.
- 4. Corrective Action Plan (CAP).** DFPS may provide Grantee with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies. Grantee must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval. After DFPS approves a CAP, it will be incorporated into the Grant by this reference. Upon receipt of DFPS's approval, Grantee must implement and maintain compliance with the requirements of the CAP. Failure to appropriately implement or maintain compliance with the CAP will serve as grounds for the exercise of any additional remedies under this Grant. A CAP may be issued in the following circumstances:
  - a. A core program component (as determined by DFPS) is not delivered for two quarters.

## **ATTACHMENT D**

- b.** Outputs are not met for four consecutive months.
- c.** Identified reoccurring or ongoing issues that impact program performance for four months.
- d.** Required data is late, incomplete, or missing in PEIRS for four consecutive months.
- e.** Monthly billing is late, incomplete, or missing for four consecutive months.

### **B. SUSPENSION.**

DFPS may suspend or remove all or any part of the Grant.

### **C. REMOVAL OF STAFF.**

DFPS reserves the right to require Grantee to remove any employee, volunteer, or agent of Grantee or any subcontractor or subawardee from the provision of services under this Grant or to prohibit any employee, volunteer, or agent of Grantee or any subcontractor or subawardee from having direct contact with DFPS referred participants or participant records.

### **D. TESTIMONY IN PROCEEDINGS.**

Grantee will require its employees to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, Grantee will also assist DFPS in locating past employees, agents, volunteers, consultants, contractors, or subgrantees when DFPS requires past employees, agents, volunteers, consultants, contractors, or subgrantees to appear and testify in accordance with this subsection.

### **E. NOTIFICATIONS.**

Grantee will notify DFPS immediately of any significant change affecting Grantee or this Grant, including, but not limited to, change of Grantee's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. Grantee will also provide DFPS with any documentation or information related to a notification provided for under this section. Grantee will also notify DFPS of any lawsuit brought against Grantee related to the services provided for in this Grant. Unless otherwise noted in this Grant, Grantee will provide all notices in writing to DFPS within 10 business days.

### **F. TRANSITION AFTER TERMINATION.**

At the end of the Period of Performance or other Grant termination or cancellation, Grantee will in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Grant, DFPS will work with Grantee to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration

## ATTACHMENT D

or termination of the Grant. However, if a transfer of all necessary services is not possible, Grantee will continue to provide necessary services following all terms and conditions of this Grant until all necessary participant services are completely transferred.

### **G. STATEMENT OF WORK VS. PROJECT WORK PLAN.**

The Statement of Work is the formal document incorporated into the Grant. The Project Work Plan documents how the Grantee will achieve the performance measures outlined in the Grant. Changes to the Statement of Work require an amendment. Project Work Plans may be changed with written approval from PEI and the Grantee.

- 1. Statement of Work (SOW) Changes.** Grantee cannot make any changes to the Statement of Work without a formal amendment. PEI requires an amendment to change any terms outlined in the Grant Agreement including, but not limited to:
  - a. Performance Measures (Outputs and Outcomes)
  - b. Primary Service Delivery Area outlines in the Grant
  - c. Target populations
  - d. Addition or deletion of primary services outlined in the Statement of Work
  - e. Addition or deletion of ancillary services outlined in the Statement of Work
  - f. Any extension of the Period of Performance
  
- 2. Project Work Plan (PWP) Changes.**
  - a. Any post-award changes to the PWP must not alter the State of Work for the Grant without an amendment. The Request for Applications (RFA) and Grant Agreement documents serve as the primary guide in determining allowable changes to the PWP.
  - b. PEI may allow or make limited modifications to the PWP to meet unanticipated needs at any point during the Period of Performance. Either the Grantee or PEI may identify the need for such a change.
  - c. A Project Work Plan change requires prior written approval from PEI.
  - d. A change to the Project Work Plan may include:
    - i. Points of contact
    - ii. Service delivery locations or hours
    - iii. Secondary Service Delivery Area if the change is consistent with the RFA requirements
    - iv. Subawards
    - v. Policies or procedures used to provide services, including:
      1. Intake process
      2. Determining participant eligibility
      3. Plan or process for retaining participants in the program
      4. Case documentation

## **ATTACHMENT D**

- 5.** Linking participants with other social service providers when necessary
- 6.** Case closure or termination of services to participants
- 7.** Referrals to subawardees
- 8.** Policies, procedures, and strategies used to ensure services are not denied or delayed when Grantee is at maximum capacity
- 9.** Staffing plan (providing change meets minimum Grant requirements)
- 10.** Staff training plan
- 11.** Grant administration
- 12.** Subaward administration
- 13.** Cost per participant

### **H. QUALITY INCENTIVE PROJECT (QIP).**

#### **1. Deliverables.**

- a.** PEI will define a set of deliverables within each strategy of PEI programs to ensure the Grantee provides quality services.
- b.** PEI will inform the Grantee of the specific deliverable details and metrics for measuring at the beginning of each State of Texas fiscal year and periodically throughout the Grant Period of Performance if PEI modifies the deliverables.
- c.** PEI will track QIP deliverables through PEIRS throughout each year of the Grant.

#### **2. Quality Incentive Project Payments.**

- a.** PEI may award QIP payments to high performing Grantees for achieving deliverables if unspent appropriated funding is identified and approved for disbursement.
- b.** Grantee will receive notice of these disbursements via a Notice of Award.
- c.** Each fiscal year, Grantee may earn a maximum of 25% of their annual budget.

### **I. NOTICE OF AWARD.**

PEI may use a Notice of Award to announce, modify, or clarify the annual Grant budget, source of funding, Performance Measures, QIP terms, or other Grant requirements.

### **J. PROGRAM FORMS AND SOCIAL SECURITY NUMBERS.**

Grantee is required to complete all fields of program forms in their entirety, including any social security number fields. If a participant refuses to provide their social security number, Grantee must document refusal in the case file. The expectation is that Grantees make a good faith effort to obtain social security numbers and other information listed on the program form. Items with an asterisk on program forms are required fields in the database; however, the expectation is that the form is completed thoroughly. Primary Caregivers must



## ATTACHMENT D

sign program forms giving consent for services prior to the provision of services.

### K. GRANT OBLIGATIONS.

A Grantee's acceptance of funds directly under the Grant or indirectly through a subaward acts as acceptance of the authority of the State, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. In accordance with the legislative audit committee, DFPS can request any documentation, at any time, to be sent to DFPS to a location DFPS chooses. Examples of documentation that DFPS may request includes, but not limited to:

1. Participant files in their entirety. This includes, but is not limited to:
  - a. Progress notes
  - b. Action plans
  - c. Registration forms
  - d. Surveys
  - e. Sign-in sheets
  - f. Monthly tracking forms
  - g. Referral information
2. Invoices that support monthly billings
3. Receipts that support monthly billings
4. Grantee's full general ledger

### L. COST REIMBURSEMENT GRANT.

1. **Basis for Payment.** DFPS is not obligated to pay unauthorized costs or to pay more than Grantee's allowable and incurred costs consistent with 45 CFR 75, Subpart E (Cost Principles). Grantee is responsible for submitting invoices in an accurate and timely manner for each service period and for notifying DFPS of a need to expedite payment. DFPS will make reasonable efforts to process all bills received in an accurate and timely manner but does not warrant immediate payment.
2. **Regulation Compliance.** Grantee will remain in compliance with 45 CFR Part 75, Subpart E. The reimbursement made to Grantee will not exceed Grantee's actual costs to provide the services under this Grant, and Grantee's actual costs, both direct and indirect, must be allowable, reasonable, and allocable.
3. **Physical Property.** Grantee will assume responsibility for the protection of all physical property and equipment purchased under this Grant. Grantee must furnish DFPS with a written, factual report of the theft of, or damage to, any equipment purchased under this Grant, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, Grantee will notify appropriate local law enforcement authorities.
4. **Equipment.** Equipment is any article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost

## ATTACHMENT D

that equals or exceeds the lesser of: the capitalization level established by the Grantee for financial statement purposes or \$5,000. Grantee will follow the provisions of 45 CFR 75.320 regarding disposition of any equipment purchased under this Grant with funds allocated to Grantee or its subawardee. Grantee will not give any security interest, lien, or otherwise encumber any item of equipment purchased with Grant funds. Grantee will permanently identify all equipment purchased under this Grant by appropriate tags or labels affixed to the equipment. Grantee will maintain a current inventory of equipment that is always available to DFPS upon request. Cost reimbursement Grantees must also follow the following guidelines when partnering with DFPS.

- a. Cost reimbursement Grantee must add certain types of equipment items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting (SPA) Process User's Guide, available on the internet, to their inventory. Grantees should review the SPA guide periodically for the most current list.
- b. All cost reimbursement Grantees must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
- c. Grantee must request DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.
- d. Any change to the equipment category in a cost reimbursement budget will require prior approval from DFPS.

### **M. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.**

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight fiscal year quarters) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice that is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**      **APPROVE ANNUAL KRONOS HOSTING**

**BACKGROUND:**

On November 15, 2016, the Board approved the purchase of the Time and Attendance Software called “KRONOS”. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the Munis timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees.

Kronos hosting enables the District to utilize the Kronos timekeeping software applications in Kronos’ managed cloud environment (the “Kronos Private Cloud”) providing enhanced security to ensure business continuity during potential malware attacks. This service period is from September 28, 2022, through September 27, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Kronos Hosting
2. Decline to Approve Annual Kronos Hosting
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Annual Kronos Hosting

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

General Fund                                      199-41-6299-001-750-99-412-000000

**COST:**

\$224,625.17

**VENDOR:**

KRONOS Incorporated

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 17-023 & Master Agreement

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS:**

All Campuses and Administrative Offices

**RATIONALE:**

Approval of the hosting payments will continue to provide enhanced security to ensure business continuity during potential malware attacks.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Subscription  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract #:** 1171077 S01-APR-22  
**Date:** 09-AUG-2022  
**Prepared by:** Karen Succisiebrect / US Hosting

**Bill To:** FORT WORTH ISD  
 2800 TILLAR  
 FORT WORTH TX 76107  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 1850 I M TERRELL WAY  
 FORT WORTH TX 76102  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

### CONTRACT SUMMARY

**Contract Period:** 28-SEP-2022 - 27-SEP-2023

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	224,625.17	0.00	224,625.17
<b>Total</b>	<b>224,625.17</b>	<b>0.00</b>	<b>224,625.17</b>

**Annualized Contract Value:** 224,625.17

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

### IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p><b>FORT WORTH ISD</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>KRONOS INCORPORATED</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Subscription  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract #:** 1171077 S01-APR-22  
**Date:**  
**Prepared by:** Karen Succisiebrect / US Hosting

**Bill To:** FORT WORTH ISD  
 2800 TILLAR  
 FORT WORTH TX 76107  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 1850 I M TERRELL WAY  
 FORT WORTH TX 76102  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

### SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Cloud Hosting Add UKG Enterprise Archive Fee Per Month	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2022	27-SEP-2023	365
2	Cloud Hosting WFC Add Non Prod Per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2022	27-SEP-2023	365
3	Cloud Hosting WFC Base Fee per Month	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2022	27-SEP-2023	365
4	Cloud Hosting WFC Base Fee per Month	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2022	27-SEP-2023	365
5	Cloud Hosting WFC Base Fee per Month	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2022	27-SEP-2023	365
6	Cloud Hosting WFC Base Fee per Month	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
7	Cloud Hosting WFC Base Fee per Month	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2022	27-SEP-2023	365
8	Cloud Hosting WFC Base Fee per Month	WORKFORCE LEAVE V8	15,000	28-SEP-2022	27-SEP-2023	365
9	Cloud Hosting WFC Base Fee per Month	WORKFORCE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
10	Cloud Hosting WFC Base Fee per Month	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
11	Cloud Hosting WFC Base Fee per Month	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
12	Cloud Hosting WFC Base Fee per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2022	27-SEP-2023	365
13	Cloud Hosting WFC Per Employee Fee Per Month	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2022	27-SEP-2023	365

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
14	Cloud Hosting WFC Per Employee Fee Per Month	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2022	27-SEP-2023	365
15	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2022	27-SEP-2023	365
16	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
17	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2022	27-SEP-2023	365
18	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE LEAVE V8	15,000	28-SEP-2022	27-SEP-2023	365
19	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
20	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
21	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
22	Cloud Hosting WFC Per Employee Fee Per Month	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2022	27-SEP-2023	365

	Support Services	Estimated Tax	Subtotal
Software Support Services	224,625.17	0.00	224,625.17

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE ANNUAL MAINTENANCE RENEWAL FOR KRONOS SOFTWARE AND CLOCK REPAIR PROGRAM**

**BACKGROUND:**

On November 15, 2016, the board approved the purchase of our current Time and Attendance Software called “KRONOS”. This software satisfies a myriad of time keeping needs of the District. Specifically, it provides an interface between the Munis timekeeping module and the District's Kronos clocks, and allows District administrators to review, approve and manage the work time for non-exempt employees. The service period is from September 28, 2022 through September 27, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Maintenance Renewal for Kronos Software and Clock Repair Program
2. Decline to Approve Annual Maintenance Renewal for Kronos Software and Clock Repair Program
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Annual Maintenance Renewal for Kronos Software and Clock Repair Program

**FUNDING SOURCE**

***Additional Details***

General Fund

199-41-6299-001-750-99-412-000000

**COST:**

\$268,563.54

**VENDOR:**

KRONOS Incorporated



**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 17-023 & Master Agreement

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. 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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS:**

All Campuses and Administrative Offices

**RATIONALE:**

Approval of this software maintenance license renewal and clock purchase will ensure that District administrators can continue to properly account for and manage non-exempt employee work time.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: FORT WORTH ISD
Solution ID: 6028286
Contract #: 1171077 R06-APR-22
Date: 08-AUG-2022
Prepared by: Sydney Margolis / US PublicSector1

Bill To: FORT WORTH ISD
100 N UNIVERSITY DR SUITE 140-H
FORT WORTH TX 76107-1360
UNITED STATES

Ship To: FORT WORTH ISD
100 N UNIVERSITY DR SUITE 140-H
FORT WORTH TX 76107-1360
UNITED STATES

Contact: DAVID MEGGINSON
Email: david.megginson@fwisd.org

CONTRACT SUMMARY

Contract Period: 28-SEP-2022 - 27-SEP-2023

Table with 4 columns: Description, Support Services, Estimated Tax, Subtotal. Rows include Software Support Services, Equipment Support Services, Educational Services, and a Total row.

Annualized Contract Value: 268,667.14

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

Signature and name lines for FORT WORTH ISD and KRONOS INCORPORATED.

**Payment Terms:** Net 30 Days  
**Currency:** USD  
**Customer PO Number:**

**Quote Type:** Renewal  
**Customer:** FORT WORTH ISD  
**Solution ID:** 6028286  
**Contract #:** 1171077 R06-APR-22  
**Date:**  
**Prepared by:** Sydney Margolis / US PublicSector1

**Bill To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Ship To:** FORT WORTH ISD  
 100 N UNIVERSITY DR SUITE 140-H  
 FORT WORTH TX 76107-1360  
 UNITED STATES

**Contact:** DAVID MEGGINSON  
**Email:** david.megginson@fwisd.org

### SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	KRONOS ENTERPRISE ARCHIVE V8	15,000	28-SEP-2022	27-SEP-2023	365
2	Gold	KSS TOOL,ATTESTATION TOOL KIT V8	15,000	28-SEP-2022	27-SEP-2023	365
3	Gold	KSS TOOL,FT-PT ANALYSIS REPORT V8		28-SEP-2022	27-SEP-2023	365
4	Gold	WORKFORCE ATTENDANCE V8	13,000	28-SEP-2022	27-SEP-2023	365
5	Gold	WORKFORCE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
6	Gold	WORKFORCE INTEGRATION MANAGER V8	15,000	28-SEP-2022	27-SEP-2023	365
7	Gold	WORKFORCE LEAVE V8	15,000	28-SEP-2022	27-SEP-2023	365
8	Gold	WORKFORCE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
9	Gold	WORKFORCE MOBILE EMPLOYEE V8	15,000	28-SEP-2022	27-SEP-2023	365
10	Gold	WORKFORCE MOBILE MANAGER V8	1,100	28-SEP-2022	27-SEP-2023	365
11	Gold	WORKFORCE TIMEKEEPER V8	15,000	28-SEP-2022	27-SEP-2023	365

	Support Services	Estimated Tax	Subtotal
Software Support Services		197,184.55	0.00
			197,184.55

### EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Repair	Data Collection: InTouch	277	28-SEP-2022	27-SEP-2023	365
2	Depot Repair	Data Collection: InTouch	10	16-OCT-2022	27-SEP-2023	347

	Support Services	Estimated Tax	Subtotal
Equipment Support Services		62,493.20	0.00
			62,493.20

### EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		28-SEP-2022	27-SEP-2023	365

	Support Services	Estimated Tax	Subtotal
Educational Services		8,885.79	0.00
			8,885.79

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE READING INTERVENTION AND ACCELERATION PROGRAM**

**BACKGROUND:**

This Reading Intervention and Acceleration program accelerates the development of literacy skills by enabling educators to provide differentiated literacy instruction. This program helps substantially reduce students' risk of not meeting grade-level standards. At the same time, the program will give accelerated and on-track students the instruction they need to thrive.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Reading Intervention and Acceleration Program
2. Decline to Approve Reading Intervention and Acceleration Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Reading Intervention and Acceleration Program

**FUNDING SOURCE:       *Additional Details***

Special Revenue                   282-11-6399-015-XXX-24-950-000155-22F32

**COST:**

\$1,252,200

**VENDOR:**

Lexia

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-040

Number of Bid/Proposals received: 11

HUB Firms: 0

Compliant Bids: 8

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Benbrook Elementary School	West Handley Elementary School	Burton Hill Elementary School
Carroll Peak Elementary School	Carter Park Elementary	Manuel Jara Elementary
George C. Clarke Elementary School	Lily B. Clayton Elementary School	Hazel Harvey Peace Elementary School
E.M. Daggett Elementary School	Rufino Mendoza Elementary School	De Zavala Elementary School
Diamond-Hill Elementary School	S.S. Dillow Elementary School	Eastern Hills Elementary School
East Handley Elementary School	Harlean Beal Elementary School	Christene C. Moss Elementary School
Glen Park Elementary School	W.M. Green Elementary School	Greenbriar Elementary School
Hubbard Heights Elementary School	H.V. Helbing Elementary School	Van Zandt-Guinn Elementary School

Meadowbrook Elementary School	D. McRae Elementary School	M.L. Kirkpatrick Elementary School
M.H. Moore Elementary School	Morningside Elementary School	Charles E. Nash Elementary School
North Hi Mount Elementary School	Oakhurst Elementary School	Natha Howell Elementary School
Oaklawn Elementary School	A.M. Pate Elementary School	Mary Louise Phillips Elementary School
Ridglea Hills Elementary School	Luella Merrett Elementary School	Versia L. Williams Elementary School
Sam Rosen Elementary School	Sagamore Hill Elementary School	Maudrie M. Walton Elementary School
Bruce Shulkey Elementary School	Richard J. Wilson Elementary School	South Hi Mount Elementary School
South Hills Elementary School	Springdale Elementary School	Sunrise-McMillan Elementary School
Tanglewood Elementary School	W.J. Turner Elementary School	Washington Heights Elementary School
Waverly Park Elementary School	Westcliff Elementary School	Westcreek Elementary School
Western Hills Elementary School	Western Hills Primary School	Worth Heights Elementary School
David K. Sellars Elementary School	J.T. Stevens Elementary school	Atwood McDonald Elementary school
Bill J. Elliott Elementary School	Westpark Elementary School	T.A. Sims Elementary School
Edward J. Briscoe Elementary School	Woodway Elementary School	Lowery Road Elementary School
Clifford Davis Elementary School	Cesar Chavez Elementary School	Alice D. Contreras Elementary School
Bonnie Brae Elementary School	Dolores Huerta Elementary School	Seminary Hills Park Elementary School
Overton Park Elementary School	Alice Carlson Elementary School	Success High School
E.M. Daggett Middle School	Wedgwood 6 <sup>th</sup> Grade	J.P. Elder Middle School
William James Middle School	Kirkpatrick Middle School	W.P. McLean Middle School
Meadowbrook Middle School	Morningside Middle School	W.A. Meacham Middle School
Applied Learning Academy	Riverside Middle School	William Monnig Middle School
Rosemont Middle School	W.C. Stripling Middle School	International Newcomer
Wedgwood Middle School	Leonard Middle School	McLean 6 <sup>th</sup> Grade

Jean McClung Middle School	Daggett Montessori	Benbrook Middle/High School
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**RATIONALE:**

After using the intervention program, students are more likely to become proficient readers. Built on Structured Literacy, this program is intended to help provide equitable learning opportunities for all students and to transform student learning for success and well-being. By enabling educators to provide differentiated literacy instruction for students of all abilities, this research-proven program helps substantially reduce students' risk of not meeting grade-level standards while still being able to give accelerated and on-track students the instruction they need to thrive.

**INFORMATION SOURCE:**

Marcey Sorensen

# QUOTE



## Lexia Learning Systems LLC

300 Baker Avenue, Suite 320  
 Concord, MA 01742 USA  
 Phone: (978) 405-6200  
 Fax: (978) 287-0062

**Quote #:** Q-492771-3  
**Created Date:** 8/2/2022

**Prepared By:** Lauren Brown  
**Email:** lauren.brown@lexialearning.com

**Quote To:**  
 Darnisha Carreathers  
 Ft Worth Ind School District  
 100 N University Dr  
 Fort Worth, TX 76107 US

**Bill To:**  
 Ft Worth Ind School District  
 100 North University Dr 140 -E  
 Fort Worth, TX 76107-1360 US

### 1 Year Renewal

### OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2022	6/30/2023	74	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes 1 Day of on-site Professional Learning Renewal	\$11,900.00	\$880,600.00
7/1/2022	6/30/2023	22	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes 1 Day of on-site Professional Learning Renewal	\$11,900.00	\$261,800.00
7/1/2022	6/30/2023	150	Lexia Core5 Reading Live Online	\$600.00	\$90,000.00
7/1/2022	6/30/2023	1	Lexia Core5 Reading District Success Partnership	\$9,900.00	\$9,900.00
7/1/2022	6/30/2023	1	Lexia PowerUp Literacy District Success Partnership	\$9,900.00	\$9,900.00
<b>1 Year Renewal Total Price:</b>					<b>\$1,252,200.00</b>

### 2 Year Renewal

### OPTION 2

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2022	6/30/2024	74	Lexia Core5 Reading Unlimited License with Implementation Success Partnership - includes 1 Day of on-site Professional Learning Renewal	\$22,000.00	\$1,628,000.00
7/1/2022	6/30/2024	22	Lexia PowerUp Literacy Unlimited License with Implementation Success Partnership - includes 1 Day of on-site Professional Learning Renewal	\$22,000.00	\$484,000.00
7/1/2022	6/30/2024	300	Lexia Core5 Reading Live Online	\$600.00	\$180,000.00



Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2022	6/30/2024	1	Lexia Core5 Reading District Success Partnership	\$19,800.00	\$19,800.00
7/1/2022	6/30/2024	1	Lexia PowerUp Literacy District Success Partnership	\$19,800.00	\$19,800.00
<b>2 Year Renewal Total Price:</b>					<b>\$2,331,600.00</b>

Pricing reflective of Bid# 21-040 RFP submission

**Fax or email Purchase Orders with quote number Q-492771-3 AND Option Number to the following:**

Attn: Lauren Brown

Email: lauren.brown@lexialearning.com

Fax: 978-287-0062

**PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

**TERM**

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

**ORDER PROCESS**

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

**ACCEPTANCE**

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE HUMAN LEARNING/ACCESSIBILITY TOOLS TO SUPPORT AND ACCOMMODATE DIVERSE LEARNING NEEDS**

**BACKGROUND:**

Each year the Texas Education Agency (TEA) provides guidance to districts in response to results driven accountability (RDA) indicators. A significant number of students from various student sub-groups continue to perform below standards on the State of Texas Assessments of Academic Readiness (STAAR) and STAAR End-of-Course (EOC) in all subjects in comparison to their peers statewide. To increase the academic performance of all students, they must be provided with appropriate human learning/accessibility tools to support and accommodate their diverse learning needs, to successfully access and master their curriculum. This is a renewal of an existing contract with an anticipated contract start date of July 1, 2022.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Human Learning/Accessibility Tools to Support and Accommodate Diverse Learning Needs
2. Decline to Approve Human Learning/Accessibility Tools to Support and Accommodate Diverse Learning Needs
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

***Additional Details***

ESSER Fund

282-11-6399-001-514-23-950-000229-22F32

**COST:**

\$144,552

**VENDOR:**

Don Johnston, Inc.

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-091-C

Number of Bid/Proposals received: 53

HUB Firms: 17

Compliant Bids: 53

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (II) - Price Quote and IL Contract Summary Required
- Sole Source - Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency - Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All Fort Worth ISD schools.

**RATIONALE:**

By approving this purchase, students will be able to use human learning tools to support and accommodate their diverse learning needs to successfully access and master their curriculum.

**INFORMATION SOURCE:**

Marcey Sorensen



# Quote

#DJ30023

Quote must be attached to Purchase Order

**TO:** Fort Worth Independent School District  
**ADDRESS:** Accounts Payable Department  
 100 N. University Dr. Suite NW 140 E  
 Fort Worth, TX 76107 1300  
**ATTN:** Janice Carter  
**DATE:** August 10, 2022  
**VALID UNTIL:** October 15, 2022

**ADDRESS:** Don Johnston LLC  
 500 Unicorn Park Drive  
 Woburn, MA 01801  
 USA  
**PHONE:** 800-999-4660  
**FAX:** 847-740-7326  
**EMAIL:** order@donjohnston.com  
**FED TAX ID:** 36-3464856

**DON JOHNSTON CONTACTS**  
 Dan Kerins  
 dkerins@donjohnston.com

Qty	Item	Type	License Description	Additional Info	Extended Price
1	Coalition	Unlimited		Coalition Bundle Includes 5 Learning Tools: Snap&Read, CoWriter, uPAR, WordBank, and QuizBot. Individual Product Prices Listed reflect Bundle discount License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$0.01
1	Quizbot	Unlimited		Part of the Coalition Licensing Bundle License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$28,910.40
1	uPAR	Unlimited		Part of the Coalition Licensing Bundle License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$28,910.40
1	Co:Writer	Unlimited		Part of the Coalition Licensing Bundle License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$28,910.40
1	Word Bank	Unlimited		Part of the Coalition Licensing Bundle License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$28,910.40
1	Snap & Read	Unlimited		Part of the Coalition Licensing Bundle License period for the 22-23 school year will be 10/16/2022 to 10/15/2023	\$28,910.39
<b>Sub Total</b>					\$144,552.00
<b>Tax (0%)</b>					\$0.00
<b>Total</b>					\$144,552.00

By using these products you are hereby agreeing to the terms of the relevant product End User License Agreements. These can be found at [donjohnston.com/legal](https://donjohnston.com/legal)

✉ Email order to  
[order@donjohnston.com](mailto:order@donjohnston.com)



**NOTE:**

Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.

A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged.

8% Implementation fees are now included in the price of each tool. In addition, our prices increase by 5% each year on October 1st.

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE 2022 - 2023 CONTRACT WITH A POST-SECONDARY PREPAREDNESS PROGRAM IN ASSISTING YOUNG LATINAS FOR COLLEGE, CAREER, AND COMMUNITY LEADERSHIP**

**BACKGROUND:**

This post-secondary preparedness program not only strives to help young Latinas graduate from high school, but assists them in preparing for post-secondary education, or what is known as "college ready". At the current rate of post-secondary degree completion in the U.S., by 2020, our country will fall short of the 5 million educated workers necessary to maintain our economy. Latino children are the fastest growing population, particularly in Texas, with the potential to fill our nation's need for an educated workforce. However, a Latina student in Texas is twice as likely to drop-out of high school and two (2) times less likely to earn a college education compared to her female classmates. Latina economic success, and the success of our broader economy, hinges on helping Latina youth break the cycle, earn a post-secondary degree, and join our educated workforce.

The program's focus is to encourage girls to maintain good grades, take Advanced Placement (AP) coursework, have a deeper understanding of post-secondary expectations as well as increase financial literacy, confidence, and their support system. To participate or enroll in post-secondary education, girls are required to take college prep exams, complete and submit college applications and financial aid paperwork (e.g., Free Application for Federal Student Aid (FAFSA)). The success of post-secondary education is not only measured by the completion of a traditional 4 (four) year degree, but also includes obtaining an associate's degree, or a technical/specialized post-secondary degree program. The program, also known as the GRAD program, helps the participants achieve this goal.

To assist in funding this program, the Fort Worth (ISD) will contribute 45% of the cost of services for the 2022 - 2023 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership
2. Decline to Approve 2022 - 2023 Contract with a Post-Secondary Preparedness Program in Assisting Young Latinas for College, Career, and Community Leadership
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

General Fund                                      199-31-6299-001-999-24-336-000000

**COST:**

\$147,973

**VENDOR:**

Con Mi MADRE

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

Bid Number: 21-083-F  
Number of Bid/Proposals received: 79  
HUB Firms: 13  
Compliant Bids:79

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS:**

Kirkpatrick Middle School  
Riverside Middle School  
Rosemont Middle School  
North Side High School  
Carter-Riverside High School  
South Hills High School  
Additional campuses to be determined

**RATIONALE:**

This post-secondary preparedness program was introduced to FWISD in Spring 2018, and they began recruiting students in the Spring semester of the girls' 5<sup>th</sup> grade year. Early exposure to positive thinking will pave the way to a more successful future. One of the most unique features of the program is that parental involvement with the students is required. Not only do students join the program, but parents join as well. If a mother is not present in the household, they ask students to join with an adult who will serve as their mentor throughout this journey. Their workshops and conferences are presented in both English and Spanish, and topics are created with the Latino Community in mind. The program supports families on their journey to higher education through a holistic approach, which includes four (4) areas: Relationships, Academics, Social and Emotional.

While the program aids students to perform well academically, the program also focuses on creating stronger Latina women socially and emotionally, by building relationships of trust between the organization, staff, mentors, families, and more importantly, their mothers, or caregivers.

As students have re-engaged in on-campus learning, the social-emotional component of this program has been critical to the success of the participating girls. Fort Worth ISD would like to continue our partnership with the program to assist young Latina students in being prepared for college, career, and community leadership.

**INFORMATION SOURCE:**

Sherry Breed



Con Mi MADRE Scope of Work  
FWISD FY 2022-2023**A. Preface**

Con Mi MADRE is a two-generation nonprofit that empowers young Latinas, and their mothers, through education and support services that increase preparedness, participation, and success in post-secondary education. Con Mi MADRE translates to "with my mother," which exemplifies the unique element of our programming that intentionally engages mothers in their daughter's educational journey from 6th grade through college graduation.

Con Mi MADRE has been partnering with the public education system for the past 29 years. Starting in 1992, Con Mi MADRE has worked with Latina youth, facilitating group meetings at their schools encouraging and supporting them to pursue higher education and engaging their mothers and families in the college-going process. In addition to these group meetings, these students and their mothers attend educational conferences, bilingual college & career fairs, and college campus tours with their mothers on the weekends.

Over the years, Con Mi MADRE has experienced a change in leadership and undergone programmatic transformations. During the fall of 2022 the organization will implement an updated social-emotional learning and academic readiness curriculum that is delivered using a culturally relevant pedagogy. Curriculum topics are specific to each grade level and are designed to prepare students mentally and academically for a post-secondary education.

Con Mi MADRE will continue services in Fort Worth ISD during the 2022-2023 academic school year. We will continue services with our current mother-daughter teams at 3 FWISD Middle schools: Kirkpatrick, Rosemont, and Riverside, and 3 FWISD High Schools: Amon Carter Riverside, South Hills, and Northside. CMM will be recruiting 55 middle school students who will make up our new 2022-2023 cohort. We also aim to recruit 20 high school students to integrate them into our already existing cohorts, in addition to serving a new cohort of Preparedness students who have matriculated to high school. **Total expenses for our programming are \$328,829 and Fort Worth ISD will contribute \$147,973 (45%) for the 2022-2023 academic year.**

**B. Proposal****Section I – Summary of Experience**

Con Mi MADRE, as a 501c3, was established in 2008 after 16 years of functioning as the Hispanic Mother Daughter Program of the Junior League of Austin. The impetus for the Junior League to start the Hispanic Mother Daughter Program (HMDP) in Austin in 1992 was the statistic that indicated that a Latina baby girl in Austin, at that time, had a less than 1% of getting a college education.

From 1992 to 2008, the HMDP functioned out of the UT Austin School of Social Work and the program grew from serving 6th grade Latinas and their mothers to serving 6th-12th grade Latinas and their mothers. In 2008, the leadership of JLA transitioned HMDP to an independent non-profit named Con Mi MADRE, Mothers and Daughters Raising Expectations. Since 2008 Con Mi MADRE continues to deliver education and support services to young Latinas in grades 6th-12th in the central Texas area and now Fort Worth.

For the past 29 years, we have served over 3,200 predominantly low-income (about 80%) mother-daughter teams in Texas. The majority of the students we serve will be the first in their families to enter college (75%).

Before the COVID19 pandemic, the number of Latinas in the U.S. labor force was projected to grow by 25.8%, close to 9 times the projected growth of white women in the labor force (3.1%) from 2019-2029.<sup>1</sup> This projection presented a clear indication that Latinas are a key component of a healthy and productive national workforce that invigorates the U.S. economy and maintains national competitiveness. Moreover, Latina/o children are the fastest growing population,<sup>2</sup> particularly in Texas, with the potential to fulfill our nation's need for an educated workforce. However, a Latina student in Texas is 2x more likely to drop out of high school<sup>3</sup> and 2x less likely to earn a college education compared to her white female classmates.<sup>4</sup> If she gets pregnant in high school, her chances of a college education drop to 2%.<sup>5</sup> Latina/o economic success – and the success of our broader economy – hinges on helping Latina youth break the cycle, earn a postsecondary degree and join our educated workforce.

While there are many college access and persistence programs that target low-income minority students, Con Mi MADRE is the only college access and persistence program that intentionally focuses on Latina youth, a very at-risk group, and intentionally engages mothers in the educational journey from 6th grade to college graduation. Engaging mothers in the educational process to increase academic outcomes is not only supported by research, but it is also culturally relevant for Latinas.

Another strong predictor of a child's success in academics is her/his mother's education level. By focusing on the young female, many of whom will become mothers themselves one day, we are creating generational changes in educational attainment and economic stability among the entire Latina/o community. With Con Mi MADRE programming, for the next generation of Latinas and Latinos, the question is not IF, but rather WHERE they will pursue post-secondary education.

## **Section II- Scope of Service**

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<sup>1</sup> <https://latino.ucla.edu/research/latina-unemployment-2020/>

<sup>2</sup> <https://www.pewresearch.org/fact-tank/2018/09/13/key-facts-about-young-latinos/>

<sup>3</sup> <https://www.idra.org/resource-center/texas-high-schools-lost-1-in-5-students-last-year/>

<sup>4</sup> <https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2015/1/29/hispanics-and-education-texas-sized-challenge-for-states>

<sup>5</sup> <http://www.ncsl.org/research/health/teen-pregnancy-affects-graduation-rates-postcard.aspx>

## Need for services

Latina youth face many obstacles but given the right support and culturally responsive education they can, and they do overcome these obstacles. Latina adolescents are specifically at-risk of being born into poverty, experiencing teenage pregnancy, and facing significant mental health issues, all of which decrease the likelihood of academic success and post-secondary education. While we cannot change the immediate situation that 1 in 5 Latinx children in the U.S. are living in poverty and that 71% of children in poverty are children of color<sup>6</sup>, we can ensure that this is not the case for the next generation of Latinas/os. According to the U.S. Census Bureau, a Latina with a college education will make 69% more than a Latina with a high school education and 109% more than a Latina with no high school education.

According to the Center for Disease Control and Prevention's 2015 youth high-risk behavior survey, Latina adolescents have the highest rates of suicidal ideation and attempts compared to all other adolescent groups, male or female. The theory behind this high prevalence of mental health issues among Latina youth is due to the cultural clash they experience between their home life and expectations of their family and their school/social life and expectations of their peers. This is one of the reasons why we emphasize the importance of engaging the mothers of the young girls that we work with and increasing their communication skills and trust.

## Overview of Con Mi MADRE services.

The goal of Con Mi MADRE programming is for students to successfully graduate high school, enroll in a post-secondary education, and complete their degree on time. Con Mi MADRE programming starts in middle school and is broken up into 3 successive programs: Postsecondary Preparedness Program (serves grades 6-10), Postsecondary Participation (serves grades 11-12), and Postsecondary Success (serves college students).

- **Post-secondary Preparedness Program:** Each grade level meets with a programming coordinator 7 times during the year on their campus. Students learn and strengthen social/emotional and academic skills and prepare a vision towards a post-secondary education
- **Post-secondary Participation Program:** Each grade level meets with a programming coordinator 8 times during the year on their campus. Students engage in the college enrollment process.
- **Post-secondary Success Program:** Each college student meets individually with the Success coordinator per year and is invited to career readiness, social/emotional, and academic workshops.

Con Mi MADRE provides additional services for both Mothers and Daughters throughout the school year:

- **Con Mi MADRE Beginning of Year Orientation:** Mothers and daughters attend the first event of the year where they are given the schedule of events, any organizational updates, and program expectations. This event ensures families are equipped with the right information and resources to start the school year.

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<sup>6</sup> <https://www.childrensdefense.org/state-of-americas-children/soac-2021-child-poverty/>

- Balanced Living Conference: Mothers and daughters learn from keynote speakers and breakout sessions about healthy habits and skills that will improve their financial, physical, and emotional wellbeing.
- College and Career Fair: Mothers and daughters meet with representatives from different post-secondary institutions and career fields to ask questions and learn about the many education and career opportunities available.
- College Campus Tours: Mothers and daughters are invited to visit post-secondary institutions 2 times a year. Touring the school, meeting with representatives, and learning about campus culture makes the college selection process less stressful for both mothers and daughters.
- Leadership Summit: Mothers and daughters are invited to hear from important leaders in the community and attend various breakout session where they gain leadership and advocacy skills.
- End of Year Celebration: Families of 8<sup>th</sup> graders, high school seniors and college students are invited to attend this event where we recognize these important milestones for our students and award scholarships to those enrolling and persisting in college.

The most unique aspect of all programming listed here is that mothers are included as primary participants right alongside their daughters. Additionally, our parent support groups offer an open and safe space for our mothers to talk about presenting issues and create a support network of other mothers who might be or have experienced similar situations.

We also engage our mother-daughter teams from all program areas in 10-15 hours of community service each year. Con Mi MADRE has partnered with the Fort Worth Junior League to create volunteer opportunities for families to attend bi-monthly. We want to teach our mother daughter teams the value of giving back.

### **Deliverables for FWISD in FY 2022-2023:**

#### **Timeline for project implementation:**

- **August- Prepare for Fall Semester**
- **September- Groups, Induction & Orientation**
- **October- Fall College Trip, Groups**
- **November- Prepare for Balanced Living Conference, Groups**
- **December- Balanced Living Conference, Groups**
- **January- Groups, Prepare for Spring Semester**
- **February- Groups, Bilingual College and Career Fair**
- **March- Groups, Spring College Trip**
- **April- Groups**
- **May- Awards Ceremony/ End of Year Celebration**
- **June- Leadership Summit**

#### **Curriculum delivery**

Con Mi MADRE will deliver our evidence-based academic and social emotional learning curriculum at 6 FWISD schools to participants grades 6th-10th. Curriculum is delivered by our coordinators in group settings within each grade throughout the year. Curriculum topics are specific to each program's objectives. The curriculum topics that will be delivered in FWISD are stated below.

- **6<sup>th</sup> Grade**: Developing Healthy Habits, Strengthening Self-Esteem, Adjusting to Changing

Bodies: Mental and Physical Self, Having Conversations about Gender, Envisioning a Post-Secondary Education

- **7<sup>th</sup> Grade:** Effective Notetaking & Test Anxiety, Managing Peer Pressure, Building Support Systems, Self-Perception, Preparing for a Degree
- **8<sup>th</sup> Grade:** Time-Management, Preparing for HS, Perseverance, Conversations about Diversity, Women in STEM
- **9<sup>th</sup> Grade:** Post-Secondary Terminology & Advanced Courses, Leadership & Imposter Syndrome, Stress & Coping, Learning Styles, Resumes
- **10<sup>th</sup> Grade:** College Exams & Applications, Burn-Out, Forming Friendships, Describing Intersectionality, Emotional Intelligence

The goal of Con Mi MADRE programming is for students to successfully graduate high school, enroll in a post-secondary education, and complete their degree on time. To achieve this goal, Programming Coordinators will work hard to encourage participants to:

- Regularly attend on-campus group meetings and out of school events
- Obtain a GPA of 3.0 or higher
- Enroll in advanced level courses
- Actively participate in the college application process

### **Section III- Data**

#### **A. Evaluation Metrics or Measures:**

##### Short-Term Outcomes

Con Mi MADRE programming is designed to achieve the following outcomes at the end of each school year:

- 60% of students will demonstrate an increased understanding of Social-Emotional Learning and Academic Readiness concepts
- 70% of students will express their satisfaction with Con Mi MADRE services which include on-campus meetings, out-of-school events, and family outreach
- 70% of students will persist (successfully move on) to the next grade level.

##### Long-Term Outcomes

Con Mi MADRE programming is designed to achieve the following outcomes at the end of the student's high school career:

- 60% of students will express feeling mentally/emotionally prepared to start their post-secondary education
- 60% of students will express feeling academically prepared to start their post-secondary education
- 60% of students will express a growing/stronger bond with their mother/guardian
- 80% of students will successfully graduate high school and 70% will enroll in a post-secondary institution for the following year

#### **B. Methodology:**

Con Mi MADRE establishes Key Performance Indicators at the start of the academic year. These benchmarks are established after looking at historical trends. The Data Manager looks at enrollment numbers, attendance documentation, academic performance, and engagement rates to assess if the organization has met the established targets for the year. For program evaluation, formative assessments (entry/exit surveys at each group meeting) are utilized to measure curriculum comprehension. More importantly, there are two major times when student data is collected during each school year. In the early Fall, students fill out a Needs Assessment to help Con Mi MADRE understand the students current physical and mental state

and their needs. At the end of the year, students complete an End of Year Survey where they reflect on personal progress and state if they were satisfied with Con Mi MADRE services. Data is used for continuous quality improvement, to make programmatic and staff changes, and to report impact to key stakeholders.

### **C. Data Collection:**

There are several times participant data is collected. At the beginning of their program journey, participants (student and parent) fill out a program application to collect contact and demographic info and sign Data Sharing Agreements and Consents. Coordinators also work with school districts to collect academic information throughout the year: grades, disciplinary info, attendance etc. Additionally, participant feedback and program evaluations are administered through online survey software. Our CRM platform, Salesforce: CoPilot, is utilized to securely host participant data and pull reports. The Data Manager serves as the systems administrator for the platform and ensures all data is kept confidential and protected. At the end of the year, the leadership team meets to discuss if established KPIs were met, and which modifications must be made to improve program delivery.

### **D. Reporting:**

School districts are provided with mid-year and end-of-year reports. A brief description and list of services is provided alongside a list of campuses served. Attendance rates, academic performance, and demographics of students served will be included. These reports also include findings from needs assessments and satisfaction surveys. Con Mi MADRE also conducts an Annual Report that is shared with Con Mi MADRE stakeholders, and it is made available on our website.

### **E. Timeline for Evaluation:**

**Beginning of school year:** Students fill out a Needs Assessment and provide their expectations from the program.

**End of Fall Semester:** Program coordinators collect Fall semester grades. Data Manager sends Mid-Year report to District and Campus contacts.

**End of school year/Spring Semester:** Program coordinators collect Spring semester grades. Students submit a satisfaction survey of services provided. Data Manager sends Annual report to District and Campus contacts.

**Through the school year:** Program coordinators enter attendance at Con Mi MADRE campus groups and events. Students complete entry/exit slips at the beginning/end of each campus group session to measure topic comprehension and growth.

Con Mi MADRE employs a designated FTE Data Manager, who leads the data collection, management, and reporting process. The Data Manager at Con Mi MADRE works directly with programming staff to collect survey responses.

## **Section IV – Financial Proposal**

The proposed finances include the total cost of Con Mi MADRE's full range of services

(described in the Scope of Services section) for 150 students and 150 unduplicated mothers in FWISD for the Academic Year 2022-2023, for a total expense of \$328,829 and Fort Worth ISD will contribute \$147,973 (45%) for the 2022-2023 academic year. Payroll expenses cover a portion of the cost of our social work professionals who deliver Con Mi MADRE curriculum in FWISD schools as well as administrative costs for overseeing program implementation, research and data collection, and overall organizational compliance (e.g., finances, HR).

**Con Mi MADRE - Fort Worth**  
**FY 2022-2023 Budget**  
**July 1 - June 30**

<u>Operating Expenses</u>	<u>Total</u>
<b>Programming Implementation</b>	<b>\$ 33,247</b>
Campus Meetings	\$ 3,998
Conferences	\$ 1,600
College Visits	\$ 5,850
Leadership Summit	\$ 3,582
Parent Engagement	\$ 3,498
Fairs	\$ 850
Family Engagement Events	\$ 1,850
Phone	\$ 2,049
Interns	\$ 3,625
Travel	\$ 5,194
Data & Evaluation	\$ 1,151
<b>Fund Development</b>	<b>\$ 4,896</b>
<b>General &amp; Administrative</b>	<b>\$ 35,843</b>
<b>Payroll &amp; Benefits</b>	<b>\$ 254,843</b>
<b>Total Expenses</b>	<b>\$ 328,829</b>
<b>Fort Worth ISD cost (45%)</b>	<b>\$ 147,973</b>

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE 2022 - 2023 CONTRACT PROGRAM FOR THE DEVELOPMENT OF GIRLS**

**BACKGROUND:**

In partnership with District and Campus leadership, this program focuses on the development of the whole girl. Students learn to value themselves, take risks, and discover and develop their inherent strengths. The combination of long-lasting mentoring relationships, a pro-girl environment, and research-based programming equips girls to navigate economic and social barriers, and grow up healthy, educated, and independent. The program addresses the systemic barriers that affect the conditions in which girls are growing up, particularly those with the fewest resources. They work to ensure students have the knowledge, resources, and skills to live healthy lives and access meaningful educational opportunities. Students participating in the program are less likely to engage in risky behavior; they are eager to learn, are successful in school, are more likely to graduate from post-secondary education; and they display diligence, perseverance and resilience.

Services provided in Fort Worth ISD are tailored to the needs of the individual campus. Participants discuss strategies to make wise choices as it relates to interactions with adults and peers. These conversations assist them in making informed decisions about their personal, academic, and career goals. Specific attention is provided to encourage effective communication skills when addressing life challenges. There is a concerted effort by the program to reduce office referrals and suspensions of the girls participating in their program.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 Contract with a Tarrant County Program for the Development of Girls
2. Decline to Approve 2022 - 2023 Contract with a Tarrant County Program for the Development of Girls
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2022 - 2023 Contract with a Tarrant County Program for the Development of Girls.

**FUNDING SOURCE:**

**Additional Details**

General Fund

199-31-6299-001-999-24-336-000000



**COST:**

\$150,000

**VENDOR:**

Girls, Inc. of Tarrant County

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 18-024

Number of Bid/Proposals received: 5

HUB Firms: 1

Compliant Bids: 5

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

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS:**

Arlington Heights High School  
Eastern Hills High School  
O. D. Wyatt High School  
Daggett Middle School  
The Leadership Academy at Forest Oak 6<sup>th</sup>  
Forest Oak 7<sup>th</sup> and 8<sup>th</sup>  
Monnig Middle School  
Morningside Middle School

**RATIONALE:**

The program will provide weekly sessions in person (or virtually, if necessary) with girls from each identified campus throughout the 2022 - 2023 school year. Extra-curricular events and services will also be provided. As part of the services offered, girls will receive academic support, build leadership skills, explore career options, focus on personal health, and engage in regular conversations regarding behavior management and conduct. The program will work closely with campus leadership to define and assess specific campus needs. Girls will receive support in addressing life challenges to stay on track academically. The social skills support and behavior management components of this program are critical to the success of the participating girls.

**INFORMATION SOURCE:**

Sherry Breed

**EXHIBIT A/B**



**girls  
inc.**

**of Tarrant County**

**Proposal to Fort Worth ISD – Equity & Excellence**

# Proposal to Fort Worth ISD for The Girls Inc. Whole-Girl Approach

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## A NEED FOR CHANGE

Girls Inc. programs are focused on Strong (mental health & well-being), Smart (educational achievement), and Bold (leadership and community action) initiatives that support the development of positive coping skills, conflict resolution skills, and goal setting in a pro-girl environment.

Imperative to academic success is ensuring the mental health and well-being of students. In a 2021 CDC report about the Mental Health, Suicidality, and Connectedness Among High School Students," research revealed a generation reeling from the trauma experienced during the pandemic. More than 40% of teens surveyed reported they feel "persistently sad or hopeless," and 1 in 5 say they have contemplated suicide.

"All students were impacted by the pandemic, but not all students were impacted equally." K.Ethier, head of CDC's Division of Adolescent and School Health

In CDC study, Girls reported faring worse than their male peers. They were twice as likely to report poor mental health and significantly more likely to contemplate suicide. Teen girls were also choosing risky behaviors with greater frequency than boys during the pandemic with reported higher rates of drinking and tobacco use.

In October 2021, the American Academy of Pediatrics declared a national emergency in child and adolescent mental health, saying that its members were caring for young people with soaring rates of depression, anxiety, trauma, loneliness, and suicidality that will have lasting impacts on them, their families, and their communities."

Struggles with mental well-being had a direct impact on students' abilities to succeed academically even after returning to school campuses, 66% of youth reported having difficulty with schoolwork.

The CDC's research showed bright spots also though. Feeling connected can be "a protective factor." Girls Inc. programming in schools and community provide this sisterhood of support and mentorship that leads to grounding connection.

Girls Inc. is a girls-serving organization that serves all girls. Additionally, our program are intersectional and our program team is trained to deliver programming and mentoring that also centers the needs of girls of color. Black and Latinx girls are less likely than girls of other races/ethnicities to cite lack of confidence as a deterrent to leadership aspirations. However, the most significant internal barrier cited by Latinx girls was a fear of negative outcomes when presented with an opportunity to lead. For example, nearly one in three Latinx girls and nearly 25% of Black girls fear being embarrassed or ridiculed as a result of taking on a leadership role. ([girlsleadership.org/readytolead](https://girlsleadership.org/readytolead), 2020 Research Report, Jacobs) Girls Inc. Leadership and Community Action program give girls a safe space to strengthen their leadership and advocacy skills and opportunities to use their voices in our community.

Girls Inc. whole-girl approach gives girls the tools to lead a more empowered lives and succeed academically.

**THE GIRLS INC. WHOLE-GIRL APPROACH**

Girls Inc. addresses the systemic barriers that affect the conditions in which girls are growing up, particularly those with the fewest resources. We work to ensure students have the knowledge, resources, and skills to live healthy lives and access meaningful educational opportunities. Data shows that students participating in Girls, Inc. are less likely to engage in risky behavior; they are eager to learn, successful in school, and more likely to graduate from post-secondary education; and they display diligence, perseverance, and resilience.

Staff develop mentoring relationships with the girls to challenge growth, express care from a positive role model, and expand possibilities. Group and individual mentoring activities are provided on campus during school hours and after school. A research-based curricula is delivered in a group-setting. Girls Inc. activities are focused on Strong (mental health & well-being), Smart (educational achievement), and Bold (awareness and community action) initiatives.

<p><b>STRONG: Healthy</b> Program activities and experiences that provide girls with the knowledge, awareness, skills, resources to develop and sustain a healthy lifestyle. <b>Impact:</b></p> <ul style="list-style-type: none"> <li>● Positive body image</li> <li>● Positive coping skills</li> <li>● Mental Health support</li> </ul>	<p><b>SMART: Equitable Education</b> Program activities and experiences that expand on and support girls’ school-based learning and engagement. <b>Impact:</b></p> <ul style="list-style-type: none"> <li>● Educational aspirations</li> <li>● School engagement</li> <li>● School performance</li> <li>● Post-secondary readiness</li> </ul>	<p><b>BOLD: Empowerment</b> Program activities and experiences that build the knowledge, skills and behaviors that enable girls to empower themselves independently. <b>Impact:</b></p> <ul style="list-style-type: none"> <li>● Resiliency skills</li> <li>● Leadership</li> <li>● Social responsibility</li> </ul>
<b>Evidenced Based Program – Curricula Delivery</b>		
<p><b>Topics/Curriculum</b> Mind &amp; Body Friendly PEERsuasion (healthy choices) Health Sexuality</p>	<p><b>Topics/Curriculum</b> Academic Coaching College &amp; Career STEM</p>	<p><b>Topics/Curriculum</b> Community Action Girl Power (Life Skills) Media Literacy</p>
<p><b>Social &amp; Emotional Learning &amp; Mentoring</b></p> <ul style="list-style-type: none"> <li>● Group mentoring - 5 or less participants seeking support over the same or similar topic.</li> <li>● Individual mentoring - 1:1 mentoring.</li> <li>● Mediation &amp; Conflict resolution - Support in creating opportunities for understanding between two differing parties.</li> </ul>		
<p><b>Frequency of need:</b> 3 weeks, 6 weeks, ongoing or a one-time presentation</p>		
<p><b>Time:</b> During the Day or After School</p>		
<p><b>Community Engagement:</b> Community Resource Fairs, Parent Engagement, Professional Development/Trainings for partners (non-profits, school personnel...etc.): cultural awareness, building relationships, &amp; overcoming bias.</p>		

Staff: background in social work, youth development and sociology along with all staff trained in Youth Mental Health First Aid, Trauma Informed Care, Developmental Relationship and Behavioral Intervention.



## **Girls Inc. in Partnership with Fort Worth ISD Equity & Excellence**

In partnership with District and Campus leadership, Girls Inc. will provide comprehensive programs with a focus on supporting girls' increased academic needs and mental well-being. Programs will address risk factors: bullying, substance abuse, early sexual behavior, academic failure, and drop out and the gender-specific root issues associated with these problems, including lack of self-esteem and self-confidence; lack of support at home; lack of interest in school, poor academic performance, poor study habits and/or time management; substance abuse, anger, aggressive behavior; early sexual behavior, teen pregnancy, and other obstacles girls face. 90% Girls Inc. girls have better attendance than their counterparts, are more likely to be engaged in school, and are better prepared for life after high school.

Comprehensive Girls Inc. programs with a focus on mental wellbeing will be provided in group and 1:1 settings. In response to the ongoing trauma and secondary trauma girls experienced due to the COVID-19 pandemic, Girls Inc. has ensured that program staff who worked with the families and girls have a background in social work and are trained in youth mental health and trauma informed care. The direct care staff also partnered in the community to provide appropriate referrals for the families' and students' most critical needs.

There is a concerted effort by Girls Inc. to reduce office referrals and suspensions of the girls participating in their program.

Girls Inc. collaborates with campus leadership to assess the needs of the girls on campus. This collaboration ensures Fort Worth ISD girls benefit from the greatest impact of Girls Inc. services by identifying participants and the programming to best serve the girls on campus.

The program serves middle school and high school participants, with the ideal group size for each program session being 10-15 girls. Program services are provided throughout the school day and before and after school, depending on the needs of the campus. Girls Inc. staff works with campus administration to provide implementation plans and logistics of the delivery.

### **POPULATION SERVED**

Girls Inc. of Tarrant County will serve middle school and high school campuses agreed upon by FWISD and GITC during the 2022-2023 school year.

### **PROGRAM ACTIVITIES**

Girls Inc. staff will collaborate with the Fort Worth ISD leadership to understand and prioritize the needed programming and enrichment activities that will enhance school attendance. All Girls Inc. activities and instruction are tailored to the unique needs of each campus. Programming may include:

1. ***Mentoring*** is a key program component and informs all aspects of our service provision and programming. Girls Inc. mentoring, both one-on-one and in small groups, helps girls address life challenges and personal struggles to stay on track academically. Our program staff, who have a background in social work, youth development and sociology and are trained in youth mental health, also assess for more critical needs and make appropriate referrals.
2. ***Social-Emotional, Research-Based Curricula*** that is hands-on and minds-on, includes:

- *Project Bold* is an intensive program to help the most at-risk girls avoid, address, and cope with violence and trauma so that they can experience successful futures. Many of these girls have experienced some form of trauma and need special support to overcome its unique challenges.
- *Girl Power!* focuses on personal health including self-esteem, boundaries, healthy relationships, health and hygiene, and pregnancy prevention.
- *Friendly PEERsuasion* develops skills and motivation to resist using harmful substances such as alcohol, tobacco, and other drugs and to be inspired to help friends and family do the same.
- *Girls Beyond Bullying* equips girls with the tools to recognize and respond to peer abuse in appropriate and effective ways.
- *Media Literacy* increases awareness of the scope, power, and effects of the media on girls and women. Girls Inc. girls learn to analyze media messages, advocate for change in entertainment and advertising, and create images that are more realistic and reflective of their lives.

### **IMPLEMENTATION NEEDS**

- Dedicated classroom space for Girls Inc. programs
- Point of contact person with each campus for Girls Inc. communication and scheduling
- Support in evaluating program outcomes
- Opportunities to engage in committees or student support meeting along with teachers, counselors, and administration
- Opportunities to speak with school faculty and parents regarding Girls Inc. programming

### **GOALS AND OUTCOMES**

Girls Inc. of Tarrant County provides programming and support to boost girls' social-emotional health and increase their self-protective factors, while improving their academic performance. In partnership with FWISD, we anticipate the following outcomes for the girls who receive comprehensive Girls Inc. programming.

Girls Inc. girls:

- Gain life skills
- Increase academic engagement
- Strengthen family relationships
- Improve their psychosocial health
- Increase school attendance and decrease suspension rates among participants

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### **ABOUT GIRLS INC. OF TARRANT COUNTY**

The mission of Girls Inc. of Tarrant County is to inspire all girls to be strong, smart, and bold. This has translated into programs that encourage health, wellness, education, career readiness, and independence. Through advocating for girls and their futures, Girls Inc. of Tarrant County strives to reduce barriers in girls' lives that stem from violence, poverty, and inequity that they encounter at home, at school, in relationships, online, or in their community.

Girls Inc. employs clear measures of accountability to ensure concrete, positive outcomes for girls served by employing the Six Essential Elements that make up the Girls Inc. Experience:

- 1) Pro-girl and girls-only environment that is physically, socially, and emotionally safe
- 2) Trusting, mentoring relationships with adult staff and volunteers trained in an approach that is grounded in a belief in girls' rights and abilities
- 3) Holistic, compensatory, and intentional programming focused on girls' needs
- 4) Relevant, field-tested, and research-based curricula that confront the serious needs of girls
- 5) Girl-centered, motivating, deliberate, and interactive activities that develop and promote girls' strengths
- 6) Sustained exposure to programming and connection with a girl over time to increase positive outcomes and reduce the potential for negative outcomes

#### **WHAT PARTICIPANTS SAY ABOUT GIRLS INC.**

"To be cared for by a Girls Inc. mentor is a feeling that will live inside me forever and I will always have a desire to make others feel that special." -*Areysi M., Girls Inc. of Tarrant County alumnae and future filmmaker*

"We were all in the Girls Inc. classroom looking for validation that we have the right to exist in this world. The Girls Inc. staff make us feel like we matter. The words we share with them are taken seriously. Girls Inc. is my safe place." -*Asma H., Girls Inc. of Tarrant County alumnae and future nurse*

"Girls Inc. has made it a priority to have strong women in their staff and they are putting these women in a place where they are needed." -*Betsy A., Girls Inc. of Tarrant County alumnae and future politician*



**22-23 Budget to serve 8 FWISD campuses under the contract with the Equity & Excellence Department.**

<b>EXPENSES</b>	
Salaries	268,450
Benefits/Health & Retirement	36,668
Payroll Taxes	20,537
Contract Labor/Professional Fees	2,000
Supplies & Field Trips	36,760
Telephone/Connectivity	1,870
Postage	250
Printing	500
Transportation	8,000
Conferences/Professional Training	600
Intern Stipends	2,000
Equipment	2,670
Commercial Insurance	6,501
Payments, Affiliate Organization	1,200
Information Technology	2,000
<b>TOTAL</b>	<b>\$390,006</b>

**Girls Inc. of Tarrant County’s total annual expenses to serve identified campuses with the same level of services at each campus is: \$390,006.**

**The contracted rate of \$150,000 from Fort Worth ISD plus \$240,006 raised by GITC support the expenses of the programs at the identified campuses.**

**FWISD contract supports 38.5% of program expenses for identified 8 campuses.**

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:        **APPROVE CONTRACT WITH A 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****

**BACKGROUND:**

In February 2014 the My Brother’s Keeper (MBK) initiative was launched by President Barak Obama to ensure that young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the Fort Worth Independent School District (FWISD) Board of Education approved the Pledge by America’s Great City Schools to serve FWISD males of color and accepted the My Brother’s Keeper Community Challenge. FWISD’s MBK and My Sister’s Keeper (MSK) programs empower students to become informed about educational equity, participate in school-related activities and community service projects. This contract will include MBK Chapters at 17 high schools, and MSK Chapters at five (5) high schools.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract with a 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
2. Decline to Approve Contract with a 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
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract with a 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

**FUNDING SOURCE:**

**Additional Details**

General Fund

199-31-6299-001-999-24-336-000000

**COST:**

\$255,000

**VENDOR:**

Strategies to Elevate People (STEP)

**PURCHASING MECHANISM**

**Bid/RFP/RFQ**

Bid Number: 19-006

Number of Bid/Proposals received: 1

HUB Firms: 1

Compliant Bids: 1

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:***

- Bid – Bid Summary / Evaluation Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

**Proposed High School Chapters**

***My Brother’s Keeper (MBK):***

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Amon Carter-Riverside High School | 11. Southwest High School            |
| 2. Arlington Heights High School     | 12. Western Hills High School        |
| 3. Diamond Hill-Jarvis High School   | 13. Trimble Tech High School         |
| 4. Dunbar High School                | 14. Success High School              |
| 5. Eastern Hills High School         | 15. TCC South Collegiate High School |
| 6. North Side High School            | 16. I.M. Terrell Academy             |
| 7. RL Paschal High School            | 17. Young Men’s Leadership Academy   |
| 8. Polytechnic High School           |                                      |
| 9. South Hills High School           |                                      |

***My Sister's Keeper (MSK):***

1. Southwest High School
2. Dunbar High School
3. Polytechnic High School
4. Eastern Hills High School
5. O.D. Wyatt High School

**RATIONALE:**

The MBK/MSK programs provide weekly mentoring and check-in sessions with each MBK/MSK Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, cultural awareness, personal growth, and leadership development. In addition to Chapter meetings, MBK/MSK members visit area college campuses, leadership camps and conferences, and are introduced to community leaders and positive role models. These experiences, and the brotherhood/sisterhood of the Chapter, encourage both personal and academic success.

The MBK/MSK Chapters have the opportunity to meet and partner with organizations that offer knowledge regarding career opportunities, as well as financial and other support for students attending college

**INFORMATION SOURCE:**

Sherry Breed

# EXHIBIT A/B

## 2022 - 2023 Scope of Work for FWISD MBK/MSK

### Description of Strategies to Elevate People (Mentoring Program)

This Strategies to Elevate People proposal is in response to the RFP #19-006 titled: **Mentor for My Brother's Keeper (MBK) and My Sister's Keeper (MSK) program** for the Fort Worth Independent School District.

Strategies to Elevate People (STEP) is an organization founded in 2000. The purpose of STEP is to mentor youth that come from marginalized environments.

STEP is a mentoring program with an emphasis on problem-solving and sustaining engagement with young people of color. Its focus is to develop a youth's core strengths to cope with environmental difficulties. The personal responsibility component of the program helps to improve self-esteem and self-image through skill training.

Our approach also teaches peer-refusal skills and intrinsic motivation. As strengths and interests are identified, youth are encouraged to participate in programming that is grounded in positive youth development and is trauma-informed. Youth are challenged to work through personal and familial challenges. Mentors provide guidance and support to help address challenges in multiple life-domain areas.

STEP's approach helps to reduce risks and promotes the assets of young people. The program also promotes emotional and physical well-being of youth that we serve.

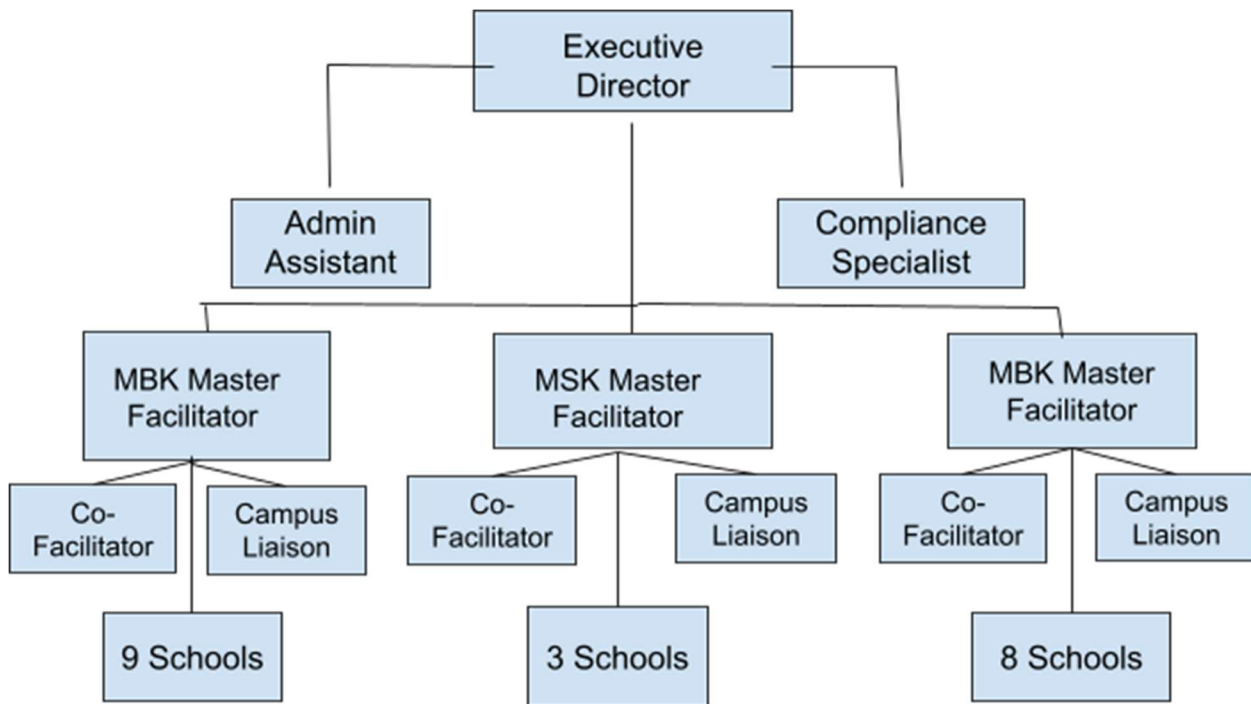
The primary goal of the STEP Mentoring Program is to enable youth to develop a positive sense of direction and effective daily living by recognizing and changing faulty or maladaptive thinking patterns, expectations, perceptions and beliefs. This is grounded in cognitive behavioral therapy tenets. STEP's approach to mentoring treats youth as participants with a voice in all aspects of planning and program implementation. STEP addresses the multiple determinants of a young person's success in the classroom, at home and in community settings. It is possible to be successful by addressing a broader array of family and community conditions not normally addressed by traditional systems.

The founder and CEO of Strategies to Elevate People (STEP), Rickie Clark, has over twenty years of experience in secondary education. Mr. Clark is a graduate of Jarvis Christian College where he earned a B.S. in Mathematics. He is a certified Violence Intervention and Prevention Trainer of Trainers. Additionally, he is a Youth Entrepreneurship Trainer of Trainers; Rites of Passage Trainer of Trainers and motivational speaker. He is the former President of the Jarvis Christian College Fort Worth Alumni as well as the former Pastor of Christian Community Church of Fort

Worth, Texas. Furthermore, Mr. Clark's experience includes work as Assistant Principal and Motivational Coordinator for the first community-based alternative middle and high schools for the Fort Worth Independent School District and former Program Director for the Fort Worth Housing Authority's Neighbors Against Drug Program (NAD). Mr. Clark currently serves as the My Brother's Keeper Consultant for Fort Worth Independent School District, Educational Consultant for the Tarrant County Advocacy Program and Peaceful Alternatives To Tough Situations (PATTS) Facilitator. Mr. Clark's grassroots community work, along with a passion to impart liberating information to youth, has enabled him to become uniquely versed in youth culture. He is a recognized and sought-after speaker known for his creative, high-energy messages on how to effectively motivate, inspire and empower today's youth. Mr. Clark travels throughout the United States designing, teaching and implementing programs for at-risk youth.

### **STEP Mentoring Program Organizational Chart**

STEP fosters the success of students of color through its supportive programs that encourage academic excellence, behavior improvement, campus connectedness, and community engagement as well as the personal growth and development of participating students. A key factor in allowing STEP to deliver effective services is its staff. The following organizational chart demonstrates STEP's dynamic team:



## **Overview of Mentoring Services and Leadership**

### **STEP-MBK/MSK-Vision:**

The Vision of My Brother's Keeper and My Sister's Keeper Fort Worth ISD (MBK/MSK FWISD) is to develop and empower students of color to become engaged in their schools and communities to achieve educational equity and give back.

### **STEP-MBK/MSK-Student Nominees:**

The student nominees for this program are high school students of color who are committed to completing the 12-month program components and demonstrate interest and willingness to engage in school and community activities. The nominees should be recommended by school staff and approved by MBK/MSK and FWISD.

The STEP-MBK/MSK program includes an intake process, direct services, indirect services and follow-up services. Each nominee will be required to participate in an initial interview.

### **STEP-MBK/MSK-Criteria for Membership:**

The STEP-MBK/MSK program requires each student to satisfy a set of criteria to remain in good standing. The following is an overview of the criteria for students:

- Have no more than 5 unexcused absences per semester
- Have no more than 5 behavior incidents per semester
- Cannot miss more than 5 weekly mentoring sessions per semester
- Complete all college and career readiness assessments (Career Cruising)
- Complete ACT or SAT (Seniors Only)
- Attend 75% of MBK/MSK community activities
- Participate in 75% of MBK/MSK sponsored events

### **STEP-MBK/MSK-Objective:**

The objective of this program is to address the disparities in students of color in the Fort Worth ISD school system. Programming will focus on the milestones set under the My Brother's Keeper Challenge by President Barack Obama. These milestones include:

1. Entering school ready to learn
2. Reading at grade level by third grade
3. Graduating from high school ready for college or career
4. Completing post-secondary education or training
5. Successfully entering the workforce
6. Reducing youth violence and providing a second chance

### **STEP-MBK/MSK-Program:**

Through STEP's mentoring system, we seek to recruit participants and develop and implement sustainable mentoring and guidance services for MBK/MSK Chapters by providing programming and development opportunities to bring about systemic change among Fort Worth ISD students of color by addressing the following areas:

- 1. Academic Success:** Participants will learn how to plan for their academic success in preparation for post-secondary education and/or careers. In addition, they will learn about the college application process and opportunities to pay for college.
- 2. Career Awareness:** Participants will become familiar with career research and pathways to careers. They will also apply their decision-making skills to career selection.



- 3. College Preparation:** Participants will develop knowledge of the college financial aid and application processes. They will also understand the appropriate major for their chosen career pathway.
- 4. Community Involvement:** Participants will examine the influences of culture on community and will have an opportunity to develop and implement a community service project.
- 5. Cultural Awareness:** Participants will develop knowledge and awareness about their culture. They will be able to define culture and race. Participants will also develop consciousness of issues related to diversity, such as inclusion, cultural appreciation, prejudice, racism, and stereotyping. The aim is to identify how and when culture can lead to ethnic and racial inequality in education in order to contribute to our understanding of how to close the achievement gap.
- 6. Leadership Development:** Participants will learn the basic concepts of leadership development and will understand what it means to be a leader as well as learn different models and theories of leadership.
- 7. Personal Growth:** Participants will develop knowledge of self and others in order to prepare for effective leadership through exposure to a series of activities that promote healthy self-esteem, cultural awareness, critical thinking, communication, and organizational skills.
- 8. Public Policy and Leadership:** Participants will develop knowledge of policymaking – from local to global and recognize the importance and demands of ethics, diversity, and responsible leadership
- 9. Team Building:** Participants will discover how to use the power of team dynamics to develop cooperative and collaborative abilities, rather than just compete with one another. This skill set will enable them to leverage their collective power to accomplish outcomes that most of them could never achieve individually. Students will also learn valuable critical thinking and “peer refusal” skills.
- 10. Entrepreneurship:** Participants will discover how to tap into their own unique creative genius to develop a product or service that is of value in the marketplace. They will learn how to identify their unique sell proposition that will enhance the lives of the customers they serve. Entrepreneurship training will assist in guiding them along the journey toward whatever college and career interest they desire to pursue.

### **STEP-MBK/MSK School Chapters**

Each individual school in which the STEP-MBK/MSK program is placed will be identified as a Chapter. This year there will be 20 STEP-MBK/MSK Chapters located at the following schools:

### **MBK High Schools**

1. Amon Carter-Riverside High School
2. Arlington Heights High School
3. Diamond Hill-Jarvis High School
4. Dunbar High School
5. Eastern Hills High School
6. North Side High School
7. RL Paschal High School
8. Polytechnic High School
9. South Hills High School
10. Southwest High School
11. Western Hills High School
12. O.D. Wyatt High School
13. Trimble Technical High School
14. Success High School
15. TCC South Collegiate High School
16. I.M. Terrell Academy for STEM & VPA
17. Young Men's Leadership Academy HS

### **MSK High Schools**

1. Southwest High School
2. Dunbar High School
3. Eastern Hills High School
4. Polytechnic High School
5. O.D. Wyatt High School

### **Leadership For The STEP-MBK/MSK Mentoring Program**

## **STEP-MBK/MSK-School Chapters**

Each individual school in which the STEP-MBK/MSK program is placed will be identified as an MBK/MSK-Chapter. Each chapter will consist of the following leadership and structure:

1. Minimum of twelve male students of color for MBK and/or twelve female students of color for MSK, not to exceed twenty
2. Have both a Campus Liaison and a Master Facilitator
3. Meet weekly to complete the STEP-MBK/MSK program curriculum
4. Have (3) student leaders to fill the Executive Chapter Roles of President, Vice-President and Secretary
5. Executive members of the chapter attend bi-weekly leadership meetings
6. Members will participate in District-Wide activities with other Chapters
7. Participate in community service projects as assigned
8. Participate in the year-end celebration event

### **The STEP-MBK/MSK-Team:**

In order for the STEP-MBK/MSK program to function effectively, each MBK/MSK-Campus will have a Campus Liaison and Master Facilitator. Their duties and responsibilities are listed below.

### **STEP-MBK/MSK-Campus Liaison**

The role of the Campus Liaison primarily focuses on assisting the Master Facilitator in the implementation of the STEP-MBK/MSK program. Primary duties:

- Provide Social and Emotional support for participants
- Be present at every meeting
- Ensure a meeting location for each meeting
- Assist in campus fundraising and event planning
- Serve as Treasurer, handling all money for the campus chapter
- Plan (1) extra-curricular event for the chapter per semester
- Attend bi-weekly leadership meetings with the MBK/MSK district-wide team

- Attend Campus Liaison Training
- Any additional duties that ensure the weekly success of the program

**Requirements For STEP-MBK/MSK Mentoring Program-Campus Liaison:**

1. Needs to have a proven commitment and passion for championing the cause of the MBK/MSK program
2. Must be a faculty member on the campus of the Chapter

**STEP-MBK/MSK-Facilitators:**

The roles of the Master Facilitator and Co-Facilitator are to facilitate the growth and development of the students through the implementation of the weekly curriculum of the STEP-MBK/MSK program.

**Primary Duties of STEP-MBK/MSK Mentoring Program Facilitators**

- Master Facilitators will work with Co-Facilitators to facilitate weekly discussions and lessons according to the MBK/MSK program outline while tracking program objectives and measurable outcomes
- Practice lessons before classes
- Manage activities, supplies and logistics
- Provide high quality of service to schools, community and other MBK/MSK affiliates
- Serve as an intentional mentor for the students in the program
- Organize materials and represent the MBK/MSK program at various special events and community/school activities
- Assist Campus Liaison in accountability and management of campus Chapter
- Attend bi-weekly leadership meetings with the MBK/MSK District-Wide team
- Attend year-end events
- Facilitate community service project(s)
- Assist in the evaluation and reporting of student progress
- Additional responsibilities as assigned

## **Requirements For STEP-MBK/MSK Mentoring Program - Master Facilitator**

- Needs to have proven commitment and passion for championing the cause of the STEP-MBK/MSK program
- Ability to uphold, promote and model youth development principles
- Excellent oral and written communication skills
- Outstanding organizational skills, including the ability to manage multiple responsibilities
- Organized with high attention to detail and ability to follow through
- Past experience with youth programs is a plus
- Bachelor's Degree or years of experience will be considered

## **Requirements for STEP-MBK/MSK Mentoring Program - Co-Facilitator**

- Needs to have proven commitment and passion for championing the cause of the STEP-MBK/MSK program
  - Ability to uphold, promote and model youth development principles
  - Excellent oral and written communication skills and computer skills (Google Suite)
  - Outstanding organizational skills, including the ability to manage multiple responsibilities
  - Organized with high attention to detail and ability to follow through
  - Past experience with youth programs is a plus
- Undergraduate college enrollment or years of experience will be considered

## **STEP-MBK/MSK-Program Framework and Timeline**

### **Campus Chapters**

The STEP-MBK/MSK Campus Chapters is designed as a 12-month program (that includes a summer component) to address milestones set forth by the National

MBK/MSK program. In doing so, the program focuses on the following topics throughout the school year:

### **Topic Due Date**

#### **August**

Promote MBK/MSK & Recruit Members 8/16-10/29

Collect Applications 8/16-10/29

#### **September**

Introduction/Program Overview & Pre-Assessments 9/7-10

Founding Principles 9/13-9/24

Working Assumptions 9/27-10/1

#### **October**

6-Weeks Grade Checks/FWISD Distributes Progress Reports 10/1

Review Progress Reports 10/4-10/7

12 VIP Agreements 10/4-10/7

Who Do I Want to Make The World Safe For? 10/12-10/15

Male/Female Socialization 10/18-10/29

Father/Son - Father/Daughter Roleplay 10/18-22

Act Like A Man Box / Act Like A Lady Flower - 10/25-29

Recruitment/Application Deadline is 10/29/21

#### **November**

Male/Female Stand-Up 11/1-11/5

FWISD Distributes Progress Reports 11/5

Review Progress Reports 11/8-11/12

Male Emotional Funnel/ What Men Do to Women Stand-Up 11/8-11/12

Male/Female Speak Outs 11/15-11/19

True Heart 11/29-12/03

#### **December**

STAAR Testing / MBK/MSK Staff Training 12/6-12/10

Value Voting/Forgiveness 12/13-12/17

#### **January**

STEP-MBK/MSK Staff Training 1/3/22-1/7/22

Anger Cues & Ways to Calm Down/MLK Day of Service Prep 1/10-1/14

MLK Day Community Service Activity TBD

Violence Is Learned, & Can Be Unlearned 1/18-1/21

Mid-Year Review (Survey) 1/24-1/28

## **February**

Who Am I? 1/31-2/3

Where did my people originate? 2/7-2/11

When did the history of my people begin? 2/14-2/18

FWISD To Distribute Progress Reports 2/18

Review Progress Reports 2/22-2/25

What have my people contributed? 2/22-2/25

## **March**

What is the culture of my people? 2/28-3/4

What did they do? 3/7-

3/11 LIT Conference

3/10

What is the present condition of my people? 3/21-3/25

What Can I Do to enhance the condition of my people?? 3/29-4/1

College & Career Readiness - TBD

## **April**

Make Up Day 4/4

STEP-MBK/MSK Staff Training 4/5-4/8

STEM Lunch & Learn (Guest Speaker) 4/11-4/29

Distribute Progress Reports 4/18

Review Progress Reports 4/19-

4/25 Post Assessments 4/25-4/29

College & Career Readiness - TBD

## **May**

STEP-MBK/MSK Staff Prep for Graduation/Stole Ceremony 5/2-

5/6 Distribute Progress Reports 4/29-5/3

STEM Lunch & Learn (Guest Speaker) 5/9-5/25

Senior Graduation Stole Ceremony - TBD

## **June**

Summer Component for Rising Seniors 6/6-6/30

## **July**

Summer Component for Rising 9<sup>th</sup> Graders 7/11-7/30

**STEP-MBK/MSK-Key Deliverables**

This program is to ensure that all students of color have opportunities to improve their life outcomes and overcome barriers to success. Specifics include:

1. Recruiting Plan	Engage prospective students in the cafeteria during lunch and present during staff meetings to increase participation and school-community support.
2. Mentoring and Guidance	Provide mentorship and work closely with MBK/MSK campus liaison to closely track and monitor student grades, attendance, disciplinary referrals, and progress toward graduation.
	Conduct weekly Chapter meetings at each of the high school campuses.
3. Collaborate with District Administrators, departments, and campuses	Work with campus leadership and staff to communicate the program's focus, needs and expectations, data collection and measurable goals.
	Maintain strong administrative practices, including accounting records, logical coordination with Campuses and compliance with reporting requirements mandated by FWISD.
4. Academic Success	Support improvement in student academic achievement and increase graduation success.
5. Career Awareness	Implement a career inventory assessment and develop career pathway profiles for each member.
6. College Preparation	Knowledge of college financial aid and application processes.
7. Community Involvement	Communicate and increase active participation with parents/guardians/community. In keeping with the ecological approach, the program depends on family participation for youth and family to find success.
8. Leadership Development	Encourage and develop participants to lead and become an important support system for each other



9. Personal Growth	Contextual study of the self and others utilizing various curricula through exposure to a series of activities that promote healthy self-esteem, address social-emotional needs of students, identity scripted patterns of behavior, cultural awareness, development of critical thinking skills, communication, and organizational skills.
10. Prepare all students for success in college and career	Prepare and provide college entrance preparation and academic skill development for seniors.
11. Establish activities that align across district lines.	Provide basic curriculum components and activities to provide positive outcomes for students
12. Explore information about history and culture of self and others	Educate members of their history, background and culture and the influences it has on their life as a male of color.

**STEP-MBK/MSK-Summer Component:**

The STEP-MBK/MSK Summer Component, a College & Career Readiness Pathway Camp, is a HIGH-IMPACT camp designed to assist rising 9<sup>th</sup> & 12<sup>th</sup> grade students to jump-start their college & career pathway readiness and ACT Test Prep. Through this hands-on camp, students will be engaged in a number of highly interactive individual and group activities all aimed at preparing them for college and beyond. Each student will gain a wealth of strategies focused on maximizing the connection between their strengths, personality, and interests to college and career pathways in their chosen field of interest.

**STEP-MBK/MSK-Program Evaluation Plan**

Each of the aforementioned goals of the STEP-MBK/MSK program will be assessed through a systematic, ongoing process of gathering and interpreting evidence of student learning to determine if the program is meeting its learning goals and then using that information to improve the program.

**Expanding the STEP-MBK/MSK Program to Middle School and Elementary**

The STEP Mentoring Program recognizes the importance of guiding boys of color and providing them with opportunities that could propel them forward in life. With STEP’s recent mentoring pilot with a middle school in Ft. Worth ISD, the data indicated positive outcomes for its members. The following plan was designed to create middle school pipelines that would prepare members for the transition to high school and train them to mentor elementary students during their high school years in MBK/MSK.

### Phase I—**STEP-MBK/MSK Middle School Awareness and Approval**

- Identify key administrators at middle schools who have an interest in STEP-MBK/MSK.
- Obtain buy-in; begin to get included in meeting agendas.
- Update various key stakeholders and leadership.
- Approve budget proposal and implementation plan.

### Phase II—**Communication Plan**

- Draft a letter from the Executive Director to administrators, staff and teachers.
- Publish articles for the district newsletter.
- Create e-mails and send to the administrators, staff and teachers periodically regarding the impact of MBK/MSK.

### Phase III—**Recruitment Plan for Students and Liaisons**

- During the 1<sup>st</sup> two weeks of school, set up a recruitment table in the cafeteria.
- Make a campus-wide presentation on the benefits of STEP-MBK/MSK, expectations of students, etc.
- Identify and interview campus liaisons.

### Phase IV— **Program Orientation and Kickoff**

- Orient students and liaisons on program initiative, expectations, and goals and objectives.
- Formal launch of program with students being assigned to mentor.

### Phase V— **Program Evaluation**

- Administer surveys to determine impact of STEP-MBK/MSK · Continuously monitor program and adjust as needed. Provide both a mid-year and end of year report.

- Communicate progress to campus leadership and district office

### **Cost of Services & Budget Narrative**

The STEP Mentoring Program is proposing \$255,000 from Fort Worth Independent School District for the period of September 1, 2022 – August 31, 2023 to lead the STEP-MBKMSK Program. The amount equals to \$15,000 per school (17 High Schools).

<b>Personnel</b>
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**Executive Director** will provide staff training, monitor project timeline and activities, and oversee budget expenditures and reporting. This individual will supervise the Program Coordinator and ensure integration of proposed activities into the continuum of services provided by the program staff.

**Master Facilitator (2)** will spend 100% of their time supervising, training staff and visiting MBK chapters.

**Co-Facilitators (3)** will facilitate weekly mentoring sessions, represent the MBK program at various special events and community/school activities and assist in the evaluation and reporting of student progress.

**Compliance/Evaluation Specialist** will design an evaluation of the program, train staff to implement the evaluation, and compile data and analyze results for continuous improvement.

**Program Assistant** is a part time position which will provide administrative support to the Executive Director.

<b>Supplies</b>
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**General Supplies** include supplies for the students, staff, mentors, and facilitators of the chapters, which includes chrome book, paper, ink/toner, notebooks, printing of handbooks, portfolios, mentor journals, pens, postage, etc. 22 chapters X \$100 supply budget...**\$2,000.00**

<b>Summer Component</b>
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**Summer Component for Rising Seniors and 9<sup>th</sup>-Graders** includes 2 four-day camps. Through this hands-on camp, students will be engaged in a number of highly interactive individual and group activities all aimed at preparing them for college and beyond. The cost of the camps is \$17,000.00.

**Note:** In the event that middle schools are interested in implementing an MBK Chapter on their campus, the cost will be \$15,000 per school.

## Appendix A

### Action Plan

<b>1. Monitoring &amp; Tracking Guidelines for STEP-MBK/MSK Facilitators</b>	
MBK/MSK members are mentored by STEP-MBK/MSK Facilitators and the STEP-MBK/MSK Facilitators remain as the mentoring source until members have graduated.	
<b>IMPLEMENTATION SCHEDULE/TIMETABLE</b>	
<b>Task</b>	<b>Completion Date</b>

Executive Director of Program assigns members to MBK/MSK Facilitators	A week before start of semester
STEP-MBK/MSK Facilitators meet with members at least 3 times during the semester (complete the academic progress report) 1. To review first month progress 2. To conduct a mid-semester review 3. To review the progress of the semester & outline an end of year plan	3 <sup>rd</sup> week of semester 9 <sup>th</sup> week of semester 15 <sup>th</sup> week of semester
<b>Evaluation/Control:</b> Monitor and track the number of meetings	
<b>2. Attendance Intervention</b>	
Attendance intervention is for students who are not attending class/school at an acceptable level. STEP-MBK/MSK members who have attendance issues must participate in a special attendance intervention program to help them address concerns that are impacting their academic performance, and to outline a plan to decrease the number of absences. In addition, students will be required to participate in a minimum of three Attendance Improvement Workshops.	

<b>IMPLEMENTATION SCHEDULE/TIMETABLE</b>	
<b>Task</b>	<b>Completion Date</b>
Executive Director of Program meet with FWISD administrators to develop a process to get weekly attendance report of members	Before start of semester
Executive Director of Program provide STEP-MBK/MSK Facilitators with weekly attendance report of members	Every Friday after start of semester

STEP-MBK/MSK Facilitators and ISD counselors meet with students who have attendance issues to outline a plan for improvement	On a weekly basis beginning 3 <sup>rd</sup> week of semester
Executive Director of Program and STEP-MBK/MSK Facilitators conduct a minimum of three attendance workshops for members and parents during the semester	3 workshops during the semester beginning 4 <sup>th</sup> week of semester
<b>Evaluation/Control:</b> Monitor and track the number of days missed and workshop sign-in sheets	
<b>3. Behavior Intervention</b>	
Behavior intervention is for students who are having disciplinary problems at school. STEP-MBK/MSK members who have behavior issues must participate in a special behavior intervention program to help them address concerns that are impacting the learning environment, and to outline a plan to decrease the number of behavior incidents. In addition, students will be required to participate in a minimum of three Behavior Improvement Workshops.	
<b>IMPLEMENTATION SCHEDULE/TIMETABLE</b>	
<b>Task</b>	<b>Completion Date</b>
Executive Director of Program meet with FWISD administrators to develop a process to get weekly behavior report of members	Before start of semester
Executive Director of Program provides STEP-MBK/MSK Facilitators with weekly behavior report of members	Every Friday after start of semester
STEP-MBK/MSK Facilitators and ISD counselors meet with students who have behavior issues to outline a plan for improvement	On a weekly basis beginning 4 <sup>th</sup> week of semester

Executive Director of Program and STEP-MBK/MSK Facilitators conduct a minimum of three behavior workshops for members and parents during the semester	3 workshops during the semester beginning 4 <sup>th</sup> week of semester
<b>Evaluation/Control:</b> Monitor and track the number of behavior incidents and workshop sign-in sheets	
<b>4. Community Involvement</b>	
STEP-MBK/MSK members will schedule at least 10 school and community outreach events to engage the community and garner support	
<b>IMPLEMENTATION SCHEDULE/TIMETABLE</b>	
<b>Task</b>	<b>Completion Date</b>
Executive Director of Program and STEP-MBK/MSK Facilitators meet with members to develop a calendar of events	Before start of 3 <sup>rd</sup> week of semester
STEP-MBK/MSK Facilitators organize planning committees and assign members	Before start of 3 <sup>rd</sup> week of semester
STEP-MBK/MSK Facilitators develop assessment tools, surveys, sign-in sheets, etc. for each event	1 <sup>st</sup> week of semester
STEP-MBK/MSK members provide program consultants and STEP-MBK/MSK Facilitators with a completed "Assigned Duties" form	Two weeks before the scheduled event

**Evaluation/Control:** Completion of the scheduled events and the number of MBK/MSK members present at each event

**5. Academics**

**IMPLEMENTATION SCHEDULE/TIMETABLE**

<b>Task</b>	<b>Completion Date</b>
STEP-MBK/MSK Facilitators meet with members to identify classes that members need help with and create an Individual Education Plan.	3 <sup>rd</sup> week of semester 9 <sup>th</sup> week of semester 15 <sup>th</sup> week of semester
Executive Director of Program and STEP-MBK/MSK Facilitators conduct a minimum of three academic workshops during the semester	3 workshops during the semester beginning 4 <sup>th</sup> week of semester
STEP-MBK/MSK Facilitators evaluate members' GPA and those who did not improve will be required to list 3 tasks or behaviors to engage in that will increase their academic performance	End of semester

**Evaluation/Control:** Completion of Individual Education Plan and the number of MBK/MSK members' improvement in academic performance

**6. College & Career Pathway Development**

**IMPLEMENTATION SCHEDULE/TIMETABLE**

<b>Task</b>	<b>Completion Date</b>
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STEP-MBK/MSK Facilitators meet with members to explain that knowing their strengths, values, personality, and skills will help decide which careers are a good fit	7 <sup>th</sup> week of semester
Executive Director of Program and STEP-MBK/MSK Facilitators conduct a workshop that uses the District's online career planning tool.	8 <sup>th</sup> week of semester
Executive Director of Program generates a college and career pathway profile for each student (a snapshot of their assessment results that are connected to pathways).	9 <sup>th</sup> week of semester
Executive Director of Program and STEP-MBK/MSK Facilitators develop intervention and engagement strategies based on students' interest	10 <sup>th</sup> week of semester until end of year
<b>Evaluation/Control:</b> Completion of assessments and the number of MBK/MSK members with profiles	

### COMMUNITY ENGAGEMENT EVENTS 2021-22

September 24, 2021 – STEP-MBK/MSK Kickoff with Acting ATF Director Marvin Richardson

September 28, 2021 – 6-week Lunch & Learn in partnership with BPN at American Airlines for Eastern Hill students

October 1, 2021 – Took 15 Youth to Ranger Park for Hispanic Heritage Month

October 4, 2021 – 6-week Kid Credit Entrepreneurship classes

October 22, 2021 – Established African Drum Circle at Eastern Hills

December 5-8, 2021 – Equity Summit

December 7, 2021 – Begin 6-week Financial Literacy Class with Wealth Builders Today

December 11, 2021 – Received Community Award from BPN @ American Airlines for Community Partner of the Year

December 10, 2021 – Participated in Donuts for Dads at Dunbar

December 15, 2021 – STEP-MSK Induction Ceremony at Eastern Hills

December 25, 2022 – STEP-MBK/MSK Sock Drive for homeless

February 15, 2022 – STEP-MBK youth Orlando Simmons participates at TCC Black History Program

February 23, 2022 – STEP-MBK/MSK Summit

February 24, 2022 – 6-week Lunch & Learn with BPN at American Airlines for Dunbar students

March 25, 2022 – American Airlines Job Fair at Eastern Hills

March 26, 2022 – STEP-MSK participates in Cow-Town Cleanup

April 11, 2021 – Youth Tour TCU Campus with Board Member Roxanne Martinez

April 15, 2022 – Youth go to Jackie Robinson Night at Rangers Park

April 16, 2022 – STEP-MBK/MSK awarded Mother of Murdered Angels Award (MOMA)

April 2022 - Youth tour TCU with Board Member Roxanne Martinez

May 4, 2022 – STEP-MSK Senior Suit Fitting at K&G

May 5, 2022 – STEP-MBK Senior Suit Fitting at K&G

May 15, 2022 – STEP-MBK/MSK Got Talent at IM Terrell

May 16, 2022 – Entrepreneur Session at the Dock Bookshop in collaboration with NOX Online Digital Community for over 50 youth

May 25, 2022 – STEP-MBK/MSK Stole Ceremony at TCC

May 2022 – In partnership with NOX Online Digital Community for College Students (4 students were hired as ambassadors)

Held Breakfast sessions at the following schools:

- May 16, 2022 @ YMLA over 70 people in attendance
- May 18, 2022 @Eastern Hills over 135 people in attendance
- May 19, 2022 @ O.D. Wyatt – over 250 people in attendance
- May 24, 2022 @ Southwest
- May 25, 2022 @ Dunbar

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE AUTHORIZATION FOR THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO A CONTRACT FOR WAREHOUSE SPACE AT 560 NORTH BEACH STREET**

**BACKGROUND:**

The Capital Improvement Program and the District Operations team need warehouse space to store materials and/or equipment. The ability to store pre-purchased supplies will help address long-lead times for certain critical items while providing budget flexibility in a time of rising construction costs. The use of 2021 bond funds to rent a space may result in an overall cost savings and will help keep 2021 bond projects on time. Additional staging space will also prove essential as furniture is refreshed across the District – in particular on 27 projects related to the 2021 Bond. This will make transitions far less disruptive to learning environments. The District has identified a 60,000 square foot warehouse at 560 North Beach Street. If agreeable terms are negotiated, the District will enter into a lease contract for a term of two (2) years with an option for a board approved third year. The two (2) year term is not-to-exceed \$795,000

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Authorization for the Superintendent to Negotiate and Enter into A Contract for Warehouse Space at 560 North Beach Street
2. Decline to Approve Authorization for the Superintendent to Negotiate and Enter into A Contract for Warehouse Space at 560 North Beach Street
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Authorization for the Superintendent to Negotiate and Enter into A Contract for Warehouse Space at 560 North Beach Street

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

CIP 2021                               661-81-6269-RNT-999-99-000-999399

**COST:**

Not-to-Exceed - \$795,000

**VENDOR:**

Lancarte Commercial

**PURCHASING MECHANISM:**

*Cooperative Agreement*

***Purchasing Support Documents Needed:***

Cooperative - Contract and Quote

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

Capital Improvement Program  
District Operations

**RATIONALE:**

Leasing warehouse space will address long-lead times for certain critical items as well as provide budget flexibility in a time of rising construction costs.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       **APPROVE FACILITIES LEASE AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE DISTRICT****

**BACKGROUND:**

The District's Marine Creek Early College High School (MCECHS) is currently housed on the grounds of the Tarrant County College District - Northwest Campus (TCCD-NWC) in portable buildings. In November 2019, Tarrant County College District reached out to FWISD to consider the potential construction for the MCECHS as part of its own redevelopment of the site. The proposed site development included a separate wing for the students that attend MCECHS and would provide permanent space for these students. Currently, there are approximately 400 students that attend; with the permanent expansion, there is a potential for 600 students to attend. A Facilities Lease Agreement has been negotiated between the District and TCCD-NWC and proposes a 30-year (360) term from the date of occupancy which is estimated to be June 1, 2026, at a total rent cost of \$11.2 million for the 43,606 sq. ft. building to be used by the students.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Facilities Lease Agreement between Fort Worth Independent School District and Tarrant County College District
2. Decline to Approve Facilities Lease Agreement between Fort Worth Independent School District and Tarrant County College District
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Facilities Lease Agreement between Fort Worth Independent School District and Tarrant County College District

**FUNDING SOURCE:**      *Additional Details*

General Fund                      199-51-6266-XXX-085-99-456-000000

**COST:**

Not-to-Exceed - \$11,200,000

**VENDOR:**

Tarrant County College District

**PURCHASING MECHANISM:**

**Not a Purchase**

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

Division of Business and Finance  
Innovation Office

**RATIONALE:**

This Facilities Lease Agreement will provide permanent classroom space for the students that attend MCECHS and provide the opportunity for an additional 200+ students to attend the campus.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

## FACILITIES LEASE AGREEMENT

This Facilities Lease Agreement (the “Lease”) is entered into, and shall be effective, as of the of \_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between Tarrant County College District (“Landlord” or “TCCD”) and Fort Worth Independent School District (“Tenant” or “FWISD”).

1. **Basic Lease Information**. The key business terms used in this Lease are defined as follows:

A. **“Building”** shall mean Building 1 on Landlord’s Northwest Campus to be constructed at 4801 Marine Creek Parkway, Fort Worth, TX 76179, which shall contain approximately 43,606 square feet of space suitable for high school use, with exclusive entrances for Tenant’s use, and located in the area described in Exhibit A-1, attached.

B. **“Premises”** shall mean the Building shown on Exhibit “A-1” to this Lease as well as student, faculty, administration, and bus parking, and separate entrances labeled for Tenant’s exclusive use shown on Exhibit A-2, attached. If the Building includes one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises in accordance with Exhibit “A-1” to this Lease.

C. **“Facilities Rent”** shall be a total of \$11.2 million, provided Landlord complies with the requirements set forth in Section 2, with payments due on the following schedule, and as further described below:

- i. Initial payment of \$1 million on execution of this Agreement;
- ii. Second payment of \$5.1 million on the Commencement Date;
- iii. Third and final payment of \$5.1 million on the first date of the second year following the Commencement Date.

D. **“Term”**: The period of 30 years or 360 months starting on the Commencement Date, provided that the construction is complete to Tenant’s satisfaction.

E. **“Commencement Date”**: The earlier of: June 1, 2026, or the date that occupancy of the Premises is available to Tenant in the reasonable discretion of the parties. The parties anticipate that the Commencement Date will be no later than June 1, 2026.

F. **“Landlord Work”** means the work that Landlord is obligated to perform pursuant to Exhibit “B” to this Lease.

G. **“Law(s)”** means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity, including the standards issued by FWISD, now or hereafter adopted, including but not limited to the Americans with Disabilities Act (“ADA”) and all laws pertaining to the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq. (“CERCLA”).

H. **“Business Hours”** for the Building are twenty four hours a day, seven days a week.

I. **“Property”** means the Building and the parcel of land on which it is located as more fully described on Exhibit “A-3” together with the other improvements thereon.

2. **Lease Grant**. Commencing on the Commencement Date, unless



otherwise authorized in writing by the Tenant, Landlord leases to Tenant and Tenant leases the Premises from Landlord the exclusive use of the Building for high school purposes, together with the right in common with others to use the Premises and any portions of the Property outside of the Premises that are designated by Landlord for the common use of Landlord and Tenant, such as sidewalks, vending areas, roadways and, shared parking (the “Common Areas”).

A. **Construction of Building.** The parties acknowledge that as of the date hereof, the Building is not yet constructed. Landlord and Tenant acknowledge that Landlord has prepared and shown to Tenant architectural plans and renderings for the Building, which depict approximately 43,606 square feet of square footage. The descriptions and renderings contained in Exhibit A-1 to this Lease identify the scheme for the Building. The descriptions and renderings contained in Exhibit A-2 to this Lease identify the scheme for the student, faculty, administration, food service, bus parking and Common Areas set forth above. Landlord shall complete the Building substantially in accordance with Exhibits A-1 so as to include all the features and items required by this Lease, without material change. Tenant shall have the right, on reasonable notice to Landlord, to inspect the Property to determine whether the Building complies with Tenant’s specifications.

B. **Term.** The Term of this Lease shall commence on the Commencement Date and, unless terminated early in accordance with this Lease, continue for thirty years (the “Expiration Date”).

C. **Delivery Date.** It is anticipated that Landlord will deliver the Premises and the Building in Delivery Condition (as defined hereinbelow) on or before June 1, 2026 (the “Scheduled Delivery Date”). The “Actual Delivery Date,” as such term is used herein, shall refer to the date Landlord actually delivers the Premises and the Building to Tenant in Delivery Condition. Landlord shall use diligent efforts to deliver the Premises in Delivery Condition on or before the Scheduled Delivery Date. Landlord shall keep Tenant informed of the anticipated Actual Delivery Date and shall, in all events, give Tenant at least ten (10) business days prior written notice of the Actual Delivery Date. In the event the Actual Delivery Date is later than August 1, 2026, as a grace period to Landlord, Tenant shall be entitled to add a thirty-first year to this lease term at no cost to the Tenant while also continuing to accommodate Tenant in other campus facilities during the delay (“Landlord’s Grace Period”). In the event the Actual Delivery Date is later than July 1, 2027, Tenant shall have the right to terminate and Tenant shall be entitled to a refund of 100% of the \$1 million initial payment; provided, however, that the parties agree to negotiate in good faith to attempt to avoid termination.

“Delivery Condition” shall mean that

- I. The Premises have been delivered to Tenant free of all tenancies and with Landlord’s Scope of Work substantially completed, free of debris;
- ii. The portion of the Landlord Work designated to be completed on or before the Actual Delivery Date as noted in Exhibit “B” is substantially complete to Tenant’s standards in Tenant’s reasonable discretion;
- iii. Tenant’s access to the Premises and all facilities necessary for Tenant to begin use and occupancy of the Building including necessary lifts, elevators and stairways, have been installed and are in good operating order and available to Tenant in coordination with Landlord’s contractor; and

- iv. Landlord has installed fixtures, furnishings, and equipment necessary for high school use in substantial accordance with Tenant's standards as more particularly described in the attached Exhibit "C."

Landlord shall use diligence to construct the base Building in substantial accordance with the Building Construction Schedule attached as Exhibit "D" to this Lease.

G. **Acceptance of Premises.** Subject to Landlord's obligation to perform the Landlord Work, Landlord's repair obligations, Landlord's other obligations under the Lease, and any latent defects in the Premises or the Landlord Work of which Tenant notifies Landlord within one year after the issuance of the certificate of substantial completion for the Building, the Premises are accepted by Tenant in "as is" condition and configuration by taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties, express or implied, by Landlord regarding the condition of the Premises or the Building, except as expressly set forth herein.

H. **Possession of Premises Prior to Commencement Date.** Tenant shall not take possession of the Premises prior to the Actual Delivery Date except with the prior written consent of Landlord (not to be unreasonably withheld or delayed). Notwithstanding anything to the contrary contained in this Lease, all of the covenants and conditions of this Lease shall apply to and shall control all possession and occupancy of all or any part of the Premises by Tenant prior to the Commencement Date.

#### 4. **Rent.**

A. **Facilities Rent.** As consideration for this Lease, as set forth herein, Tenant shall pay to Landlord, without any demand, setoff or deduction the Facilities Rent as defined herein

B. **Operating Expenses.** Tenant shall pay Tenant's Pro Rata Share of Operating Expenses for each calendar year during the Term based on an Operating Lease to be executed on or before the Commencement Date. In the event the parties are unable to agree on the terms of an Operating Lease, this Lease shall terminate and Tenant shall be entitled to a refund of 100% of the \$1 million initial payment. Approval shall not be unreasonably withheld or qualified from either party.

#### 5. **Tenant's Use of Premises.**

A. **Permitted Uses.** The Premises shall be used only for high school and early college education purposes and for any other office use ancillary to that use and for no other use whatsoever (the "Permitted Use"). Landlord covenants that applicable governmental regulations shall, as of the Commencement Date, permit use of the Premises for office purposes. Additionally, Tenant's faculty, staff and students, when utilizing the Premises, shall be permitted to use the parking facilities located on Landlord's Northwest Campus on a non-exclusive basis and in compliance with all of the Landlord's parking regulations as they exist from time to time.

B. **Compliance with Laws.**

- i. Tenant shall comply with all Laws, including the ADA (subject to Landlord's obligations set forth in Exhibits "B," "C" and "D") regarding Tenant's use of the Building and Premises, and Tenant's

manner of use and occupancy of the Premises and its use of the Common Areas

ii. Except as otherwise specifically provided herein, Landlord shall be responsible for causing the Building to be in compliance with all Laws, including the ADA.

C. **Tenant's Security.** Tenant shall (1) lock the doors to the Premises and take other reasonable steps to secure the Premises in accordance with standards published by Landlord and the personal property of Tenant and any of Tenant's, contractors or licensees in the Common Areas and Parking Facilities of the Building and Property, from unlawful intrusion, theft, fire and other hazards; (2) keep and maintain in good working order all security devices installed in the Premises by or for the benefit of Tenant (such as locks, smoke detectors and burglar alarms), and such security devices shall be integrated with any other Building security systems; and (3) cooperate with Landlord on security matters. Tenant is authorized to control access to the Premises during normal operation with the exception of access provided for in the Operating Lease.

D. **Landlord's Security.** Landlord shall provide security generally consistent with its other campuses in Tarrant County and as further outlined in the Operating Lease to be executed by the parties prior to the Commencement Date. Landlord shall operate and secure the Property outside of the Premises in accordance with Landlord's security standards. Notwithstanding anything herein to the contrary, Landlord's failure to comply with security standards generally consistent with its other campuses in Tarrant County and failure to cure such failure within 90 days shall be an event of default which shall trigger Tenant's remedies pursuant to the terms of this Lease, as well as any other rights available at law or in equity.

6. **Assignment and Subletting.**

Neither Landlord nor Tenant shall have the right to assign or sublet the Premises or any part thereof without the prior written consent of the other party. Any sublease or assignment made without such prior written consent shall be void.

7. **Insurance.**

A. **Landlord's Insurance.** Upon Execution of the Lease, Landlord shall maintain (i) property insurance on an "all risk" or special form basis at 100% replacement cost for the Building and personal property. Such policies shall include coverage for property damage and business interruption caused by fire or other peril including but not limited to, vandalism and malicious mischief, theft, water damage, including sprinkler leakage, bursting or stopping of pipes, and explosion; and (ii) commercial general liability insurance issued by one or more insurance carriers with regard to the leased Property protecting and insuring Landlord's Risk and having a combined single limit of liability of not less than \$5,000,000 (coverage may be provided by way of an umbrella/excess liability policy) for bodily injury, death, and property damage per occurrence and in the aggregate; and (iii) Commercial Automobile Liability Insurance including owned, hired, and non-owned vehicles with at least \$1,000,000 combined single limit for bodily injury or property damage; (iv) Worker's Compensation insurance with no less than required by the Labor Code of the State of Texas; and employer's liability insurance with minimum limits of \$1,000,000 per injury, \$1,000,000 per occurrence, and \$1,000,000 per occupational disease.

Landlord's failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Lease.

B. **Tenant's Insurance.** Tenant shall maintain: (i) Commercial General Liability insurance applicable to the Property providing, on an occurrence basis, a minimum combined single limit of \$3,000,000 (coverage may be provided by way of an umbrella/excess liability policy). Policies are to contain or be endorsed to contain the following provisions:

- a) Tarrant County College District, its officers, officials, employees and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to TCCD, its officers, officials, employees or volunteers. Endorsement naming TCCD as additional insured must be submitted with proof of insurance.
- b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to TCCD, its officers, officials, employees or volunteers.
- c) Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d) Lessee's insurance shall be primary and non-contributory as respects to TCCD, its officers, officials, employees or volunteers or any insurance procured by them;

and (ii) Workers' Compensation and Employers Liability: Workers' Compensation Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$1,000,000 per injury, \$1,000,000 per occurrence, and \$1,000,000 per occupational disease. Tenant and/or Tenant's insurer shall agree to waive all rights of subrogation against Landlord, its officers, officials, employees and volunteers for losses arising from the leased premises; including losses arising from the employees of the lessee; and Special form or "all risk" property insurance on the standard improvements or betterments and business personal property in the amount of the full replacement cost thereof.

Tenant may self-insure for Workers' Compensation and Employers Liability.

Landlord acknowledges and approves Tenant's Certificate attached as Exhibit "E" as Tenant's compliance with the foregoing requirements, including endorsements.

8. **Mutual Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall cause their respective insurance carriers and any other party claiming through or under such carriers, by way of subrogation or otherwise, to waive any and all rights of recovery, claim, action or causes of action against the other party and such other party's trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss of or damage to or loss of use of the Building, the Premises, Tenant's Property (including Tenant's automobiles or the contents thereof), any personal property of Landlord, any additions or improvements to the Building or the Premises, or any contents thereof, INCLUDING ALL RIGHTS (BY WAY OF SUBROGATION OR OTHERWISE) OF RECOVERY, CLAIMS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF ANY LANDLORD PARTIES OR THE NEGLIGENCE OF ANY TENANT PARTIES, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

9. **Casualty Damage.**

**A. Repair and Abatement.** If the Premises or the Building (including fixtures or equipment used in its operation) shall be damaged by fire or other casualty, and if such damage does not cause a termination of this Lease as described herein, then, provided Landlord is permitted to do so under applicable Laws, Landlord shall repair and restore the Building and the leasehold improvements in the Premises paid for with Landlord's funds to the condition immediately prior to the fire or casualty. If such damage does not cause a termination, Landlord shall commence repairs and restoration promptly after the occurrence of such fire or other casualty and shall perform and complete such repairs and restoration with reasonable promptness and, if Tenant is occupying the Premises during the restoration, in a manner so as to minimize (to the extent practical) interference with Tenant's ordinary use and enjoyment of the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control. If the disruption lasts more than 90 days from the date of such casualty until the date any repairs and restoration made by the Landlord are completed, Tenant shall be entitled to a one year extension of the Term at no additional cost. If the disruption lasts more than one year, Tenant shall be entitled to terminate the Lease and a refund from Landlord of the unamortized value of the lease, not to exceed \$11.2 million, to be paid in full within 90 days of termination. Alternatively, Tenant and Landlord may agree to continue operations at an alternate location on the Campus at no additional cost to the Tenant.

If a casualty affects more than 50% of the Premises, more than 50% of any floor upon which the Premises as located, or Tenant's reasonable access to and from the Premises or such floor, and Tenant elects not to use any of the Premises or such floor, as the case may be, in Landlord's and Tenant's reasonable judgment, the Lease shall be terminated and Tenant shall be entitled to a refund of any unamortized lease value to be determined by a third party consultant selected by Tenant.

**B. Termination.** With respect to a casualty to the Premises, within 7 days of the occurrence of such casualty, Landlord shall retain an independent contractor or architect to estimate the time required to cure the damage to the Premises and the estimated cost of such repair, and shall promptly notify Tenant of the architect's or contractor's determination. If, in the reasonable estimate of such contractor or architect, the Premises cannot be restored within 60 days from the date of such fire or casualty, then either party may elect in writing within 30 days following the date of such notice from the Landlord to terminate this Lease effective as of the date of such party's notice.

10. **Condemnation.**

**A. Total Taking.** If the entire Building or the entirety of the access to the Building is taken by any governmental entity or entity with eminent domain authority, the Lease shall terminate and each party shall be entitled to just compensation in the eminent domain proceeding. Notwithstanding the foregoing, the parties acknowledge that in the event of a total taking, Tenant is entitled to recoup the unamortized lease value at the cancellation, the calculation of which shall be based on a third party consultant engaged by Tenant. Tenant is entitled to recover from the eminent domain proceeding the foregoing value calculated by the third party consultant and Landlord's share of eminent domain proceeds, if any, shall be reduced in order than Tenant may fully recoup the foregoing value, but such recovery shall not exceed the unamortized value of \$11,200,000.00.

**B. Partial Taking.** If a portion of the Building or Premises is taken

by any governmental entity or entity with eminent domain authority, then the lease shall continue in effect as to the remainder thereof unless Landlord or Tenant elect to terminate this Lease by written notice to the other. Said notice shall be due within thirty days of the date the condemning authority takes actual possession of the property acquired. In the event of termination of the Lease as a result of a partial taking, Tenant is entitled to recoup the unamortized lease value at the cancellation, the calculation of which shall be based on a third party consultant engaged by Tenant. Tenant is entitled to recover from the eminent domain proceeding the foregoing value calculated by the third party consultant and Landlord's share of eminent domain proceeds, if any, shall be reduced in order that Tenant may fully recoup the foregoing value but such recovery shall not exceed the unamortized value of \$11,200,000.00.

## 11. **Termination.**

A. **Landlord's termination.** Except for an event of Force Majeure, defined below, Landlord shall have no right to cancel this Lease without cause.

i. **"Force Majeure"** as used herein shall mean the occurrence of any event which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (including the payment of money) and the prevention or cessation of which event is beyond the reasonable control of the obligated party. If either party shall be delayed, hindered or prevented from performance of any of its obligations (including the payment of money) by reason of Force Majeure (and such party is not otherwise in default beyond applicable notice and cure period hereunder) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by the delaying party: (a) the delaying party shall give prompt notice of such occurrence to the other party; (b) such party shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

ii. **"Cause"** as used herein shall mean:

a. Tenant's failure to make a Rent payment when due, after 30 days' written notice from Landlord of said failure (an event of Default); or

b. Tenant's failure to keep, perform, or observe any of the covenants, agreements, terms or provisions contained in this Lease and Tenant fails to remedy the same within 30 days after Tenant has been given a written notice specifying the failure (an event of Default).

iii. In the event Landlord elects to terminate the Lease for cause, Landlord shall give Tenant one year's written notice of said termination and TCCD shall refund to FWISD any unamortized lease value at the cancellation point less the reasonable costs to cure incurred by Landlord as a result of Tenant's default, if any. In no event shall

Tenant's refund exceed the unamortized value of \$11,200,000.00. Once FWISD receives payment in full of the amount recommended by the third party consultant, FWISD shall vacate the Premises and release all rights to the Premises.

iv. In the event Landlord terminates the Lease without cause and absent an event of Force Majeure, Tenant shall be entitled to the unamortized lease value at the date of termination, payable within 90 days of termination.

B. **Tenant's termination.** Except for an event of Force Majeure, defined below, Tenant shall have no right to cancel this Lease without cause.

i. **"Force Majeure"** as used herein shall mean the occurrence of any event which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (including the payment of money) and the prevention or cessation of which event is beyond the reasonable control of the obligated party. If either party shall be delayed, hindered or prevented from performance of any of its obligations (including the payment of money) by reason of Force Majeure (and such party is not otherwise in default beyond applicable notice and cure period hereunder) the time for performance of such obligation shall be extended for the period of such delay, provided that the following requirements are complied with by the delaying party: (a) the delaying party shall give prompt notice of such occurrence to the other party; (b) such party shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

ii. **"Cause"** as used herein shall mean:

a. Landlord's failure to keep, perform, or observe any of the covenants, agreements, terms or provisions contained in this Lease and Tenant fails to remedy the same within 90 days after Tenant has been given a written notice specifying the failure (an event of Default);

b. Tenant's determination , in its sole discretion, to cancel the Early College High School program, for which purpose Tenant is leasing the Premises, in which case Tenant shall give Landlord one year notice of intent to vacate. This action by Tenant shall not be deemed an event of default hereunder; or

c. Landlord's failure, absent an event of Force Majeure, to deliver the Premises and the Building in Delivery Condition by the July 1, 2027 deadline after Landlord's Grace Period (an event of Default).

iii. In the event Tenant elects to terminate the Lease for cause, Tenant shall give Landlord a minimum of 90 days written notice of said

termination (or more in the event of determination to cancel the program at the Premises) and TCCD shall refund to FWISD the unamortized lease value at the termination date and such recovery shall not exceed the unamortized value of \$11,200,000. Once FWISD receives payment in full of the amount recommended by the third party consultant, FWISD shall vacate the Premises and release all rights to the Premises.

iv. Notwithstanding the foregoing, in the event Tenant elects to terminate the Lease for cause due to Landlord's failure to deliver the Premises and the Building in Delivery Condition by the July 1, 2027 (after Landlord's Grade Period), Tenant shall be entitled to a refund of 100% of \$1,000,000.00 of the Facilities Rent initially paid.

C. Except as expressly stated herein, neither party shall have the right to hold the other party in default of the lease, to seek legal action against the other, or to terminate the lease.

12. **Warranty of Peaceful Possession.**

Landlord covenants that Tenant, on paying the Rent and performing and observing covenants and agreements provided herein, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Premises and exclusive use of the Building during the Term, and may exercise all of its rights hereunder, subject to the provisions of this Lease, the future Operating Lease Agreement, and Applicable Law. Notwithstanding anything herein to the contrary, Landlord hereby represents and covenants that promptly upon receive of written notice from Tenant of a violation of Tenant's rights to quiet enjoyment of the Premises under this Lease, Landlord shall take all reasonable actions necessary to restore Tenant's full rights to quiet enjoyment of the Premises and Building, as provided herein. In the event Tenant's full rights have not been restored within 30 days following Landlord's receipt of such notice, Tenant shall be entitled to terminate the Lease and Tenant shall be entitled to the unamortized value of \$11,200,000.00.

13. **No Waiver.** Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default.

14. **Hazardous Materials.** With the exception of Hazardous Material reported to and authorized by Tarrant County College for lab operation, no Hazardous Material (hereinafter defined) (except for *de minimis* quantities of household cleaning products and office supplies used in the ordinary course of Tenant's business at the Premises and that are used, kept and disposed of in compliance with Laws) shall be brought upon, used, kept or disposed of in or about the Premises or the Building by Tenant or Tenant's transferees, contractors or licensees without Landlord's prior written consent, which consent may not be reasonably withheld. Tenant's request for such consent shall include a representation and warranty by Tenant that the Hazardous Material in question (A) is necessary in the ordinary course of Tenant's use, and (B) shall be used, kept and disposed of in compliance with all Laws. If



Contamination (hereinafter defined) occurs as a result of an act or omission of any Tenant Party, Tenant shall, at its expense, promptly take all actions necessary to comply with Laws and to return the Premises, the Building, the Property and/or any adjoining or affected property to its condition prior to such Contamination. If Tenant fails to take and diligently prosecute any necessary remediation actions within 30 days after written notice from Landlord or an authorized governmental agency (or any shorter period required by any governmental agency), Landlord may take such actions and Tenant shall reimburse Landlord therefor, plus a 15% administrative fee, within 30 days of Landlord's invoice. For purposes of this Section 31, a "Hazardous Material" is any substance the presence of which requires, or may hereafter require, notification, investigation or remediation under any Laws; or which is now or hereafter defined, listed or regulated by any governmental authority as a "hazardous waste", "extremely hazardous waste", "solid waste", "toxic substance", "hazardous substance", "hazardous material" or "regulated substance", or otherwise regulated under any Laws. "Contamination" means any release or disposal of a Hazardous Material in, on, under, at or from the Premises, the Building or the Property which may result in any liability, fine, use restriction, cost recovery lien, remediation requirement or other government or private party action or imposition affecting Landlord. For purposes of this Lease, claims arising from Contamination shall include diminution in value, restrictions on use, adverse impact on leasing space, and all costs of site investigation, remediation, removal and restoration work, including response costs under CERCLA and similar statutes.

Landlord hereby represents that (A) the Building designs indicate no asbestos in the Premises or the Building; (B) no aboveground or underground storage tanks will be located by Landlord on, upon, beneath or in the Building other than tanks containing hydrocarbons used for emergency fuel and tanks utilized for lab operations; and (C) no investigation, administrative order, settlement, consent order or agreement, or litigation with respect to a Hazardous Material is proposed or threatened in writing by a governmental authority with respect to the Premises or the Building. No notice, demand, claim, citation, complaint, summons, request for information or other communication has been received by Landlord from any governmental body claiming any violation of any Hazardous Material laws or any administrative or court order relating to Hazardous Materials, except as disclosed to Tenant in writing.

15. **Renewal Right.** Tenant shall have the right to renew this Lease during the final year of the term at applicable market rates so long as Tenant gives written notice of the intent to renew to Landlord one year prior to the end of the term. The parties agree to negotiate in good faith the terms of renewal.

16. **Right of First Refusal.** If Landlord, prior to the conclusion of this Lease and all options to extend the term thereof, shall desire to accept a bona fide offer received by it from any third party to lease the Building or any part thereof, Landlord shall promptly notify Tenant of such a desire in the manner provided in this Lease for the giving of notice, and Tenant shall have the right of first refusal to lease said Building exercisable within sixty (60) days of said written notice upon the terms contained in the notice. This provision shall only be effective after the termination, expiration, or conclusion of the original

lease term and all options to extend the Lease, and shall not affect the Building during the term of this Lease, or any option to extend the term thereof. Landlord's notice to Tenant of any bona fide offer shall conclude a copy of all terms of said offer.

17. **Miscellaneous.**

A. **Governing Law; Jurisdiction and Venue; Severability; Paragraph Headings.** This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the Texas and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease.

B. **Brokers.** Landlord and Tenant each represents that there are no brokers involved in this transaction.

C. **Authority; Joint and Several Liability.** Landlord covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; and (2) this Lease is binding upon and enforceable against Landlord. Similarly, Tenant covenants, warrants and represents that: (a) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; and (b) this Lease is binding upon and enforceable against Tenant. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

D. **Time is of the Essence; Relationship; Successors and Assigns.** Time is of the essence with respect to Landlord's Work and the Scheduled Delivery Date. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

E. **Survival of Obligations.** The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease.

F. **Full Agreement; Amendments.** This Lease contains the parties' entire agreement regarding the subject matter hereof except that it is contemplated that the parties will enter into an Operating Lease before the Commencement Date. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this

Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant. The exhibits and riders attached hereto are incorporated herein and made a part of this Lease for all purposes.

Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT “A-1”**  
**AREA OF BUILDING, SHARED SPACE, COMMON AREAS,  
PARKING AND BUS**

Common Areas  
For High School Only



Shared Spaces



Floor	Common Area SF	Shared Space SF	Total SF
Level 01	2,398	4,945	7,343
Level 02	1,975	6,742	8,717
Level 03	0	5,480	5,480
<b>Total</b>		<b>21,540</b>	

**TOTAL BUILDING AREA IS 88,500 GROSS SF**

**NW05 - LEVEL 1**

Common Areas  
For High School Only

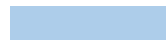


Shared Spaces

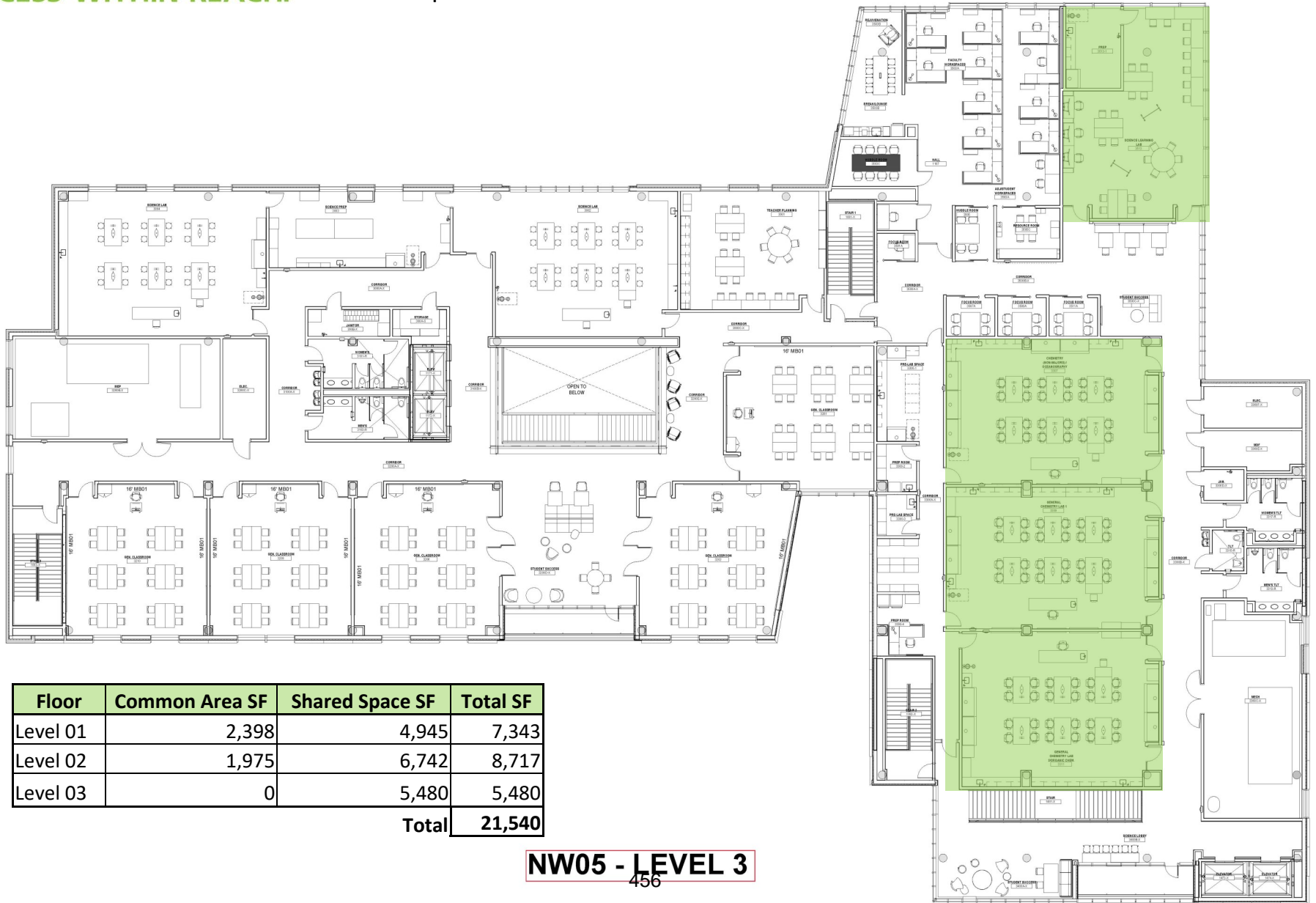


Floor	Common Area SF	Shared Space SF	Total SF
Level 01	2,398	4,945	7,343
Level 02	1,975	6,742	8,717
Level 03	0	5,480	5,480
<b>Total</b>		<b>21,540</b>	

Common Areas  
For High School Only



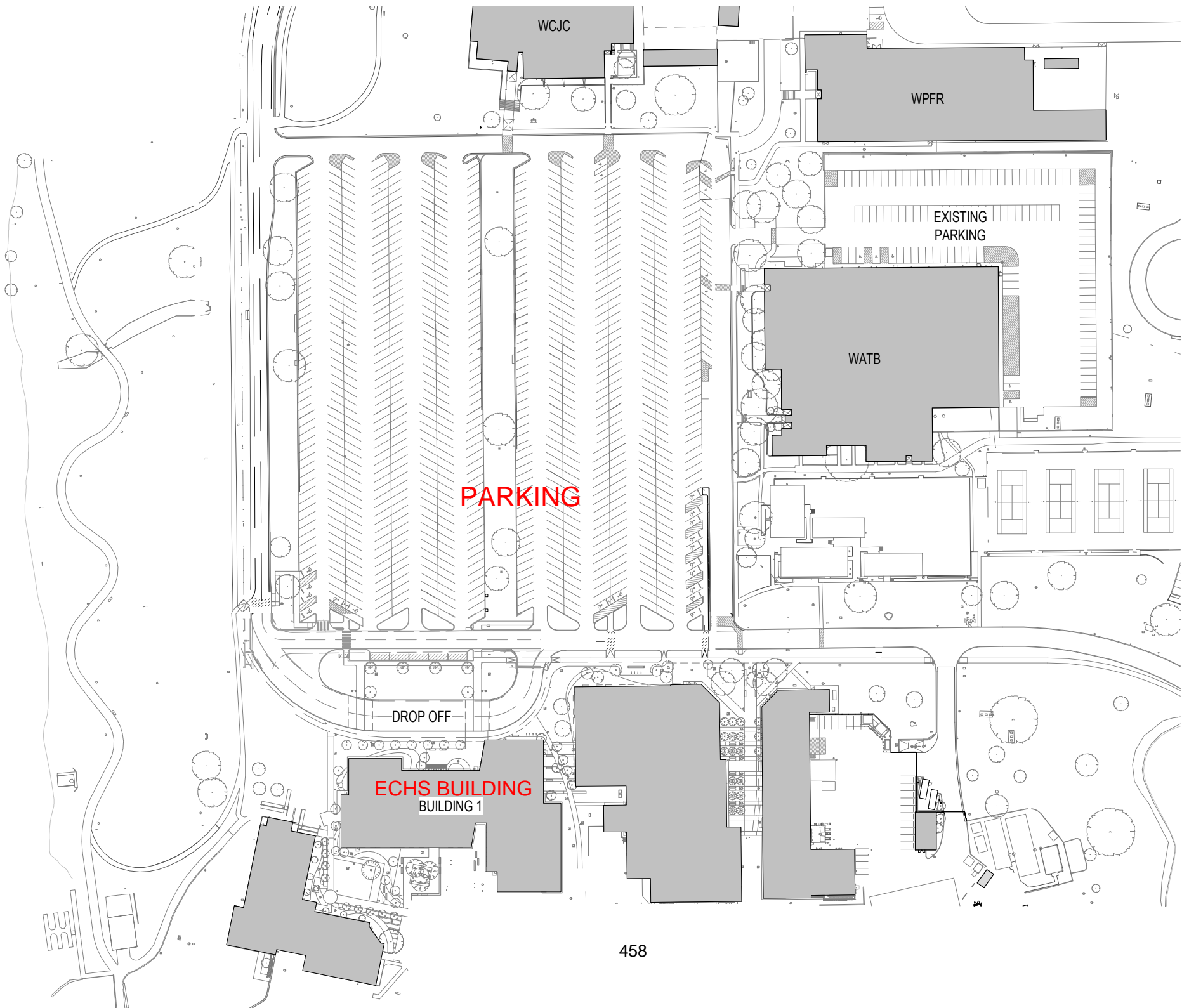
Shared Spaces



**EXHIBIT "A-2"**  
**PARKING AND SHARED SPACE**  
**PLAN**



EXHIBIT A-2



**EXHIBIT "A-3"**  
**AREA OF BUILDING, SHARED  
SPACE, COMMON AREAS, PARKING  
AND BUS AREAS**

# Exhibit A-3: AREA OF BUILDING, SHARED SPACE, COMMON AREAS, PARKING AND BUS



**EXHIBIT “B”**

**LANDLORD SCOPE OF WORK**

## EXHIBIT B

### Landlord Scope of Work

Landlord shall provide a finished structure, ready for occupancy.

Components include:

- Building shell, including interior partitions
- HVAC system
- Electrical power and lighting
- Data systems
- Audio/visual equipment
- Fire alarm and fire sprinkler systems
- Casework, including lab casework
- Doors, frames, hardware
- Interior finishes:
  - Flooring
  - Painted gypsum board partitions
  - Acoustical tile ceilings

**EXHIBIT "C"**

**DESCRIPTION OF FIXTURES, FURNISHINGS, AND EQUIPMENT**

## EXHIBIT C

### Description of Fixtures, Furnishings, and Equipment

Fixtures, furnishings, and equipment will be provided at a quality level consistent with Tarrant County College's Design Standards.

Items provided include, without limitation:

- Fixtures:
  - Laboratory and prep room casework
  - Food prep casework
  - Storage shelving
- Furnishings:
  - Classroom tables and chairs
  - Office workstations
  - Common area lounge-type furniture
  - Common area tables and chairs
  - Lab stools
- Equipment
  - Audio-visual, including classroom projectors

**EXHIBIT “D”**

**CONSTRUCTION SCHEDULE**



EXHIBIT D  
Construction Schedule

Updated: 07/28/2022	2020				2021				2022				2023				2024				2025				2026																																																										
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N
<b>Phase 1A: Site Utilities, Sitework, WADM Demolition, WSTU/WACB Swing Space, WBSA Addition (MDF), Construction Hub (GMP-1)</b>																																																																																			
Design (Huckabee)	■																																																																																		
Construction					■				■																																																																										
Design (Skanska)					■																																																																														
Construction Hub					■				■																																																																										
<b>Phase 1B: Site Utilities, Buildings 1 (NW05) and 2 (NW01) Earthwork/Foundations (GMP-2)</b>																																																																																			
Design	■																																																																																		
Construction					■																																																																														
<b>Phase 2A: Construction of Buildings 1 (NW05) and 2 (NW01) (GMP-3)</b>																																																																																			
Programming	■																																																																																		
Design	■				■																																																																														
Procurement					■																																																																														
Building 1 (NW05) Construction					■				■				■																																																																						
Building 2 (NW01) Construction					■				■				■																																																																						
Furniture Design									■				■				■																																																																		
Furniture Installation (Procurement in Green)									■				■				■																																																																		
Move (1-into NW05 / 2-into NW01)													■				■																																																																		
<b>Phase 2B: North and South Parking Lots Renovation and Associated Site Work (WA-1)</b>																																																																																			
Design					■																																																																														
Construction (Procurement in Green)									■				■																																																																						
<b>Phase 2B: WATB Renovation, New Greenhouse, Demolition (WTLO/WSTU/WFAB/WCTS) (WA-2)</b>																																																																																			
Programming	■																																																																																		
Design	■				■				■																																																																										
Procurement									■																																																																										
WATB Renovation, Greenhouse													■				■																																																																		
Furniture Installation (WATB)													■				■																																																																		
Move (WFAB/WTLO to WATB)													■				■																																																																		
Demolition (WTLO/WSTU/WFAB/WCTS)													■				■																																																																		
<b>Phase 2B: Construction of Buildings 3 (NW03) and 4 (NW02) and WHPE/WBSA/WACB Renovations (GMP-4)</b>																																																																																			
Programming	■																																																																																		
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WHPE/WBSA/WACB Renovation													■				■																																																																		
Building 3 (NW03) Construction													■				■																																																																		
Building 4 (NW02) Construction													■				■																																																																		
Furniture Design													■				■																																																																		
Furniture Installation (Procurement in Green)													■				■																																																																		
Move (NW01 & NW05 Swing Space into NW02 & NW03)																	■				■																																																														

**EXHIBIT “E”**

**TENANT’S CERTIFICATE OF INSURANCE**

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING WITH THE  
UNIVERSITY OF CHICAGO NETWORK FOR COLLEGE SUCCESS**

**BACKGROUND:**

The Fort Worth ISD (FWISD) remains focused on improving students' outcomes in the area of College, Career, and Military Readiness (CCMR). Data from the most recent Lone Star Governance formative evaluation showed that most Board Goal 3 progress measures were on track. Progress measure 3.2 was not on track due to an elevated amount of 9<sup>th</sup> grade core course failures. Core course failure is a contributing factor to students repeating 9<sup>th</sup> grade and becoming off-track for graduation and earning their CCMR indicator.

This Memorandum of Understanding (MOU) with the Network for College Success (NCS) envisions high schools that continuously cultivate collaboration, powerful learning, and a culture of high achievement to prepare all students for college and career success. NCS uses research to design and facilitate professional learning that builds the capacity of school leaders to help all students attain high levels of academic achievement. Through cross-school learning communities and job-embedded coaching, the District supports district leaders, principals, teachers, and counselors to: 1) Strengthen school leadership; 2) Improve teaching and learning; 3) Support freshmen transitioning into high school; 4) Prepare students for quality postsecondary options; 5) Support culture and climate; and 6) Integrate research and data into daily practice. All Travel Contingent Upon COVID-19 Protocols.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with the University of Chicago Network for College Success
2. Decline to Approve Memorandum of Understanding with the University of Chicago Network for College Success
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

General Fund                            199-13-6411-001-999-38-697-000000

**COST:**

Not-to-Exceed - \$193,150

**VENDOR:**

University of Chicago Network for College Success

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

All campuses - 9<sup>th</sup> Graders

**RATIONALE:**

The University of Chicago Consortium found that when freshmen suffer from high absence rates and course failure, many never recover. In fact, these students are much more likely to drop out even if they entered high school with high grades and test scores. On the other hand, students who are on-track at the end of freshman year are four (4) times more likely to graduate from high school. This partnership supports FWISD’s board goal 3, with a specific emphasis on progress measure 3.2. The goal is to build internal systems and staff capacity to improve students’ CCMR outcomes.

**INFORMATION SOURCES:**

David Saenz  
Marcey Sorensen

## Memorandum of Understanding with the UChicago Network for College Success & Fort Worth Independent School District

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (“FWISD” or “District”) and the University of Chicago Network for College Success (“NCS”). FWISD or NCS may be collectively referred to as the “Parties” or individually as a “Party.”

In consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this MOU shall be from July 1, 2022 to June 30, 2023, or when all Services are fully completed (whichever is earlier).
2. **Services.** The FWISD engages NCS to perform independent professional development, coaching, and consulting services (the “Services”), as further described in the Scope of Work, hereby attached and incorporated into this MOU as Exhibit A. NCS accepts such engagement, upon the terms and conditions set forth in this MOU.
  - 2.1. NCS may require and charge for an additional NCS Coach and/or consultant, dependent on the number of FWISD participant attending our professional development services. The need for an additional NCS Coach will be determined during the planning sessions in collaboration with FWISD, but no additional charges may be incurred without the written approval of the District.
  - 2.2. NCS must adhere to all timelines outlined in the Scope of Work. Any adjustments to the Scope of Work will require written agreement by FWISD and NCS Project Managers.
3. **Project Managers.** Sarah Duncan, Co-Executive Director, will serve as the NCS Project Manager for this MOU. Marcey Sorensen, Chief Academic Officer, will serve as the FWISD Project Manager.
4. **Compensation and Payment.** In consideration of the Services as described in Scope of Work, FWISD shall pay NCS a sum of \$204,150 in FY23 in two payments to be invoiced by NCS and disbursed within 30 days of receipt of an invoice from NCS. The first payment shall be made by January 31, 2023. The final payment shall be made after all agreed-upon Services are completed to FWISD’s reasonable satisfaction in FY23.
5. **Independent Contractor/Consultant.** NCS shall at all times be an independent contractor/consultant. No relationship of employer and employee, partners, agents or other relationship or legal association that would impose liability upon one Party for the act or failure to act of the other Party is, or is intended to be, created by this Agreement for any purpose.
6. **Service Locations.** The Services to be provided by NCS under this MOU shall be performed on location, virtually, at NCS’s place of business, or at Chicago schools.



7. **Compliance with Laws.** NCS shall provide the Services in accordance with all applicable laws, ordinances, and contracts.
8. **Termination.** This MOU shall automatically terminate upon the earlier of completion of the Services or expiration of the MOU. In addition, each Party may terminate this MOU with or without cause upon 30 days' written notice to the other Party indicating the date of termination (which shall be after the date of such notice). In the event of termination or expiration, (i) NCS shall promptly deliver to FWISD confidential information in its possession and any Work Product (as defined in Section 11) not delivered to date (whether or not in final form), and thereafter, (ii) FWISD shall pay NCS for satisfactorily completed work up to the effective date of termination.
9. **Modification.** This MOU shall constitute the full understanding between the Parties. No supplement, amendment, or modification of this MOU will be binding unless it is in writing and signed by authorized officers of each of the Parties.
10. **Confidentiality and Nondisclosure/Non-Use of Confidential Information or NCS and FWISD names.** The parties shall not directly or indirectly disclose (or use for any purpose other than the provision of Services to FWISD) at any time either during the term of this MOU 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.

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.

The Parties expressly acknowledge that the breach of the provisions of this Section 10 could result in irreparable harm to the Parties, and therefore the injured party shall be entitled to seek injunctive or other equitable relief in the event of a breach or suspected breach. The provisions of this Section 10 shall survive termination or expiration of this Agreement.

11. **Ownership of Work Product.** Work products developed by NCS shall be retained by NCS, allowing for reuse and distribution by FWISD with credit to NCS as the source. The provisions of this Section 11 shall survive termination or expiration of this MOU.
12. **Conflict of Interest.** During the term of this MOU, NCS shall not engage in activities that conflict with the business interests of FWISD, and/or impede the performance of the Services.
13. **Data.** FWISD is responsible for obtaining access to the relevant data as well as data-sharing agreements so that NCS can access the data as needed to support the work.
14. **Video and Audio Recording.** Video and audio recordings of NCS employees can only be made with written agreement from Sarah Duncan.

## 15. Insurance.

15.1. At all times during the MOU Term, NCS must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

15.1.1. Commercial General Liability Insurance: NCS must maintain throughout the term of this MOU Commercial General Liability Insurance for bodily injury and property damage arising from the NCS's services to be performed pursuant to this MOU on an occurrence basis with coverage based on the classes of risk as outlined below. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

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

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

15.1.2. Workers' Compensation/Employers' Liability: NCS shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.

15.1.3. Professional Liability Insurance: The Professional Liability Insurance provided by NCS must conform to the following requirements:

- NCS's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this MOU, including all provisions of indemnification which are part of this MOU.
- If on a claims-made basis, NCS must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
- The minimum limits to be maintained by NCS are, as follows:

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



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

- 15.1.4. Umbrella Insurance Policy: NCS must maintain throughout the term of this MOU an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this MOU on an occurrence basis with coverage based on the classes of risk as outlined below.

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

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

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

## 16. INDEMNIFICATION

- 16.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NCS 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 NCS, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY



NCS OR ANYONE THAT NCS CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- 16.2. NCS 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 NCS, OR BY DISTRICT AT THE DIRECTION OF NCS, 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 NCS AND NCS MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. NCS DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH NCS AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 16.3. 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.
- 16.4. NCS understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

#### **17. District's Obligations Under State And Federal Law.**

- 17.1. NCS acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. NCS agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. NCS acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.
- 17.2. NCS 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"). NCS will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. NCS acknowledges and agrees to comply with said law and safeguard student information. NCS may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, NCS must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

#### **18. Loss Of Funding And Commitment Of Current Revenue.**

Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard 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 a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, NCS will have the right to collect and retain payment for services rendered to District through termination date but will not be entitled to any early termination charges.

19. **Taxes.** NCS must not require the District to pay taxes of any kind.
20. **Hold Harmless.** The District and its employees can neither agree to hold NCS harmless nor agree to indemnify NCS, and any contracts or provisions to the contrary are void.
21. **Certifications.**
  - 21.1. **Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that NCS and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, NCS and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the MOU.
  - 21.2. **Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this MOU, NCS affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the MOU's term.
  - 21.3. **Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and NCS agrees that the Agreement may be terminated if NCS knowingly or intentionally fails to comply with a requirement of that subchapter.
  - 21.4. **Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If NCS is a company with 10 or more full-time employees and if this MOU has a value of at least \$100,000 or more, NCS verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance,



incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

- 21.5. **Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.** If NCS is a company with 10 or more full-time employees and if this MOU has a value of at least \$100,000 or more, NCS verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the MOU against a firearm entity or firearm trade association.
22. **Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
23. **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.
24. **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.
25. **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: Marcey Sorensen – Chief Academic 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 NCS:



Name of NCS Contact: Sarah Duncan  
Address: 969 East 60<sup>th</sup> Street  
City, State ZIP Code Chicago, IL 60637

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

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

UChicago Network for College Success: Sarah Duncan, Co-Executive Director

*Sarah Duncan*

23 June 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Fort Worth Independent School District: Marcey Sorensen, Chief Academic Officer

*Marcey Sorensen*

*6/27/22*

Signature

Date

SEP

AA  
6/27/22

\_\_\_\_\_  
Kent P. Scribner, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tobi Jackson - Board President

\_\_\_\_\_  
Date

## **Exhibit A - Scope of Work**

In SY23, NCS will provide the following supports to FWISD:

1. In-Person Professional Development for Executive Directors, Principals, and Freshman Success Coaches:
  - a. 3 NCS Coaches will design and facilitate one day of professional development for Executive Directors
  - b. 3 NCS Coaches will design and facilitate three days of professional development for Principals and Freshman Success Coaches
2. Virtual Job-Embedded Coaching for Freshman Success Coaches
  - a. 3 hours/month over 9 months of virtual coaching to build leader capacity and problem-solve
3. Virtual Job-Embedded Coaching for Freshman Success Leaders
  - a. 3 NCS Coaches will provide coaching for four days on leadership and data
4. Virtual Data Supports
  - a. 5 FWISD participants will attend the virtual Data Huddles (3 sessions)
  - b. 1 NCS Coach will provide virtual data coaching/support for up to 15 hours over 10 months
5. In-Person Demonstration School Visits
  - a. 2 in-person visits to NCS Chicago partner schools to observe effective practice and create connections to the FWISD work
  - b. 3 Coaches for 2 days will design and facilitate the Demonstration School Visits
  - c. Virtual planning with FWISD stakeholders beforehand to determine scope and content
6. In-Person National Freshman Success Institute
  - a. 15 FWISD participants will attend the seven-day professional development in Chicago

\* Demonstration School Visits are contingent upon the CPS COVID and Visitor Policy for SY23.



## University of Chicago Network for College Success

### SY23 Pricing for Professional Development Services for FWISD

SY23 Scope of Work	Cost
<b>In-Person SY23 Professional Development: Executive Directors, Principals, &amp; Freshman Success Coaches</b>	
3 NCS Coaches for 1 in-person day for Executive Directors	7,800
3 NCS Coaches for 3 in-person (non-consecutive) days for Freshman Success Coaches & Principals	23,400
Preparation (combined): virtual planning with leaders; PD scope design: 36 hours, 2 NCS Coaches	23,400
<b>Virtual Job-Embedded Coaching for Freshman Success Coaches</b>	
3 hours/month for 9 months of virtual coaching to co-plan professional learning communities	8,775
<b>Virtual Coaching for Freshman Success Leaders on Leadership and Data</b>	
3 NCS Coaches for 4 days of virtual coaching	31,200
<b>Virtual Data Supports</b>	
Up to 5 Participants at virtual Data Huddles (3 sessions)	3,000
1 Coach for Virtual Data Coaching/support for up to 15 hours over 10 months	4,875
<b>Spring 2023 In-Person Chicago Demonstration School Visits*</b>	
3 NCS Coaches for 2 days in Chicago (does not include FWISD travel costs)	15,600
School awards (\$5,000 per school to cover planning and facilitating time, substitute teacher costs, etc.)	10,000
Transportation between University of Chicago and Schools	3,000
University of Chicago Facility Cost (for preparation and debrief sessions on both days)	6,000
Breakfast, Lunch, Snacks for 30 FWISD educators over 2 days	1,200
Preparation: virtual planning meeting with leaders; PD scope design: 16 hours, 2 NCS Coaches	10,400
<b>NCS Professional Learning</b>	
15 Participants at the in-person National Freshman Success Institute in Chicago (\$2,500 per person)	18,500
<b>Travel for NCS Coaches</b>	
<b>4 trips: 1 for in-person PD for Executive Directors and 3 for in-person PD for Freshman Success Coaches</b>	
Flights, hotels, rental car, gas and per diem for onsite professional learning	26,000



<i>Estimates: flights at \$650 round trip, hotels at \$250/night, rental car at \$150/day, per diem at \$64/day, gas at \$50/day</i>	
<b>TOTAL</b>	<b>193,150</b>
*Demonstration School Visits are contingent upon CPS COVID and Visitor Policy for SY23	



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND A NON-PROFIT YOUNG DEVELOPMENT PROGRAM PASS-THROUGH AVERAGE DAILY ATTENDANCE**

**BACKGROUND:**

For the past five (5) years, Fort Worth ISD (FWISD) has engaged in an Average Daily Attendance (ADA) pass-through based on the student attendance reported daily by the non-profit youth development program. This Memorandum of Understanding (MOU) is a renewal of the ADA pass-through agreement, intended to create sustainable child care partnerships between FWISD and the child care community. The child care partner employs a certified pre-kindergarten teacher for each participating classroom and uses the same curriculum and supporting materials as those in the FWISD schools. The children will be enrolled in the school district's virtual learning campus to access ADA, which will be passed to the child care partner to cover a portion of the cost related to high quality pre-kindergarten.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Non-Profit Young Development Program Pass-Through Average Daily Attendance
2. Decline to Approve Memorandum of Understanding between Fort Worth Independent School District and Non-Profit Young Development Program Pass-Through Average Daily Attendance
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

Special Revenue                            429-11-6299-074-228-32-143-000000-23218

**COST:**

Not-to-Exceed - \$150,000  
*(Based on a Total of 44 students x 182 days x \$16.80 pre-k ½ rate with \$15,000 cushion.)*

**VENDOR:**

YMCA Metropolitan Fort Worth

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Early Learning Department

**RATIONALE:**

This partnership will ensure all children receive high quality early learning classroom experiences delivered by certified pre-kindergarten teachers in the participating classrooms. By partnering with the youth development program, FWISD will positively impact the kindergarten readiness of future FWISD students.

**INFORMATION SOURCE:**

Marcey Sorensen

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
YMCA OF METROPOLITAN FORT WORTH  
AND THE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This memorandum of understanding (MOU) is made and entered into by and between the YMCA of Metropolitan Fort Worth (hereinafter referred to as YMCA), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district (hereinafter referred to as FWISD District). FWISD and YMCA may be collectively referred as the "Parties" or individually as "Party". The Parties hereto have collectively agreed to and by the execution hereof are bound to the responsibilities and obligations and to the performances and accomplishment of the tasks hereinafter described. The period for performance of this agreement shall be effective commencing August 24, 2022 and terminating on June 18, 2024.

**PURPOSE:**

Whereas the YMCA and FWISD desire to enter into an agreement in which all Parties will work together to ensure all children receive high quality early learning experiences delivered by certified prekindergarten teachers in the participating classrooms.

The YMCA agrees to supply the following documentation no later than August 24, 2022:

- Documentation that the YMCA has hired one (1) certified teacher for each of the participating classrooms, including any documentation necessary to demonstrate compliance with Chapter 21 of the Texas Education Code.
- Written confirmation that the YMCA agrees to submit daily attendance records to the District's Early Learning Department by 9:30 am.
- Documentation showing that the YMCA is in good standing as a child care program with Texas Rising Star as a 4-Star program and the Texas licensing at DFPS.

*Failure to provide the required documentation by the deadline will make this agreement voidable.*

**SECTION 1- RESPONSIBILITIES**

**1.1 FWISD agrees to the following:**

**1.1.1 Enrollment**

- A. Enroll eligible pre-kindergarten children (3 to 4 years of age by September 1<sup>st</sup> of the current year) in the district's virtual early learning campus to obtain average daily attendance (ADA) throughout the school year.
- B. Provide registration packets (online or paper) and documentation required for families to complete for each child in a participating classroom.
- C. Provide ongoing attendance documentation to obtain average daily attendance (ADA) throughout the school year for participating pre-kindergarten children.

**1.1.2 Professional Learning**

- A. Provide an early learning expert/coach to conduct in-classroom coaching consisting of four (4) hours per month for the YMCA's certified pre-kindergarten teachers in the participating classrooms.

- B. Allow YMCA pre-kindergarten teaching staff in participating classrooms to attend district professional learning sessions throughout the agreement.

**1.1.3 Payment**

FWISD will pay the YMCA 80% of the allotted ADA for each eligible pre-kindergarten child in the participating classrooms based on monthly invoices and documentation of attendance. The payment to the YMCA is made to offset costs of the certified teacher salary.

**1.2 YMCA agrees to the following:**

**1.2.1 Enrollment**

- A. Enroll at least fifteen (15) but no more than twenty-five (25) eligible pre-kindergarten children (3 to 4 years of age by September 1<sup>st</sup>) in each participating classroom as described in Appendix A.
- B. Collect all required documentation in the FWISD enrollment packets for each child in a participating classroom.
- C. Provide at least three (3) hours of cognitive instruction for the 182 instructional school days, per FWISD school calendar.
- D. Submit daily attendance reports to FWISD's Early Learning Department by 9:30 AM each instructional day.
- E. In the event a child drops out of the YMCA participating classroom, FWISD will be notified immediately.

**1.2.2 Staffing**

- A. Employ one (1) degreed and certified pre-kindergarten teacher for each participating classroom.
- B. Ensure any vacancy of the certified pre-kindergarten teacher is filled within thirty (30) days.
- C. Permit certified pre-kindergarten teacher to participate in professional learning opportunities provided by FWISD.
- D. Comply with all criminal history background checks as required by law for District and YMCA employees.

**1.2.3 Instructional Practices**

- A. Complete the student assessment, CLI Engage Progress Monitoring tool, on all enrolled children in the participating classrooms three (3) times per year.
- B. Implement a research-based curriculum that addresses the Texas Pre-Kindergarten Guidelines such as Frog Street Press to maximize student outcomes. Additional acceptable curricula are listed in Appendix C.
- C. Establish a developmentally appropriate classroom environment as described in the Texas Pre-Kindergarten Guidelines with space and materials (include learning centers and whole group area).
- D. Conduct at least two (2) parent-teacher conferences during the school year with the parents of each student enrolled in the participating classrooms.
- E. Provide a report to parents each six-week reporting period, based on the FWISD calendar for reporting.
- F. Permit FWISD staff to observe and evaluate the delivery of instructional practices and services in the classroom. This may include documents and records that are directly related to this such as student assessment data and lesson plans, to ensure adherence to Texas Education Agency (TEA) standards are met.

#### **1.2.4 Reporting Incidents**

Current Law (Texas Family Code, Chapter 261, 261.101) requires that professionals such as teachers, doctors, nurses or childcare workers must make a verbal report within 48 hours of suspected child abuse or neglect. Failure to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and/or a fine of up to \$2,000 (Texas Family Code, Chapter 261).

#### **1.2.5 Data Records/Recordkeeping**

FWISD is subject to the Texas Public Information Act ("TPIA") as set forth in Texas Government Code Chapter 552 and its limited exceptions. Upon a valid request under the TPIA for information regarding this agreement, FWISD will provide third party notice to the YMCA but assumes no other liability. It will be the responsibility of the YMCA to brief the Texas Attorney General on why certain information should be withheld from disclosure.

- A. The YMCA agrees to collect and provide to FWISD all data and supporting documentation required by the Public Education Information Management System and other provisions of Texas Education Code. These shall include but not be limited to daily attendance, enrollment, demographic, discipline, special program, student performance, assessments and staff data.
- B. The YMCA acknowledges and agrees that FWISD shall have a right of access to any and all employment records of the YMCA's staff who have contact with the eligible children enrolled in the participating classrooms. The YMCA further agrees to make immediately available to the FWISD such employment records upon request.
- C. As to documents related to this Agreement, and the YMCA's services under this Agreement, the YMCA agrees to be subject to the Texas Record Retention laws as set forth in the Texas Government Code and Texas Local Government Code and related schedules for retention. The YMCA agrees to comply with the requirements of the Texas Record Retention Laws and understands the FWISD shall only be responsible for maintaining and retaining records within its possession.

#### **1.2.6 Payments**

- A. YMCA shall submit an invoice for payment each month between the 1<sup>st</sup> and the 5<sup>th</sup> business day for the previous month's ADA to the Early Learning Department. Formula for total will be disseminated after documentation of eligibility criteria collected, which will be the basis for the ADA (i.e. bilingual, income, foster, and military may receive additional funds).
- B. The YMCA will provide half-day (3 hours) pre-kindergarten education services to identified eligible children on a tuition-free basis and may not charge parents during the three (3) hours of the school day paid by FWISD as agreed upon in this Agreement.

### **SECTION 2- LIABILITY AND INDEMNIFICATION:**

**2.1** Notwithstanding any other provisions of this agreement, it is understood and agreed by the parties hereto that the YMCA obligations under this agreement are contingent upon actual receipt of required documentation to meet obligations hereunder.

- 2.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE YMCA MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS FWISD, 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 YMCA, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE YMCA OR ANYONE THAT THE YMCA CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

### **SECTION 3- TERMINATION:**

- 3.1 Either Party may terminate this Agreement upon sixty (60) day written notice to the other Party.  
3.2 This Agreement may also be terminated at any time upon mutual agreement of the Parties.  
3.3 Section 2 of this Agreement will survive termination of this Agreement.

### **SECTION 4- NON-ASSIGNMENT AND SUBCONTRACTING:**

This Agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks or performances under this agreement without the written consent of the other party.

### **SECTION 5- ORAL AND WRITTEN AGREEMENTS:**

- 5.1 All oral written agreements between the parties hereto relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein.  
5.2 Any alterations, additions or deletions in the terms of this agreement shall not be binding unless made by written amendment executed by both parties.

### **SECTION 6- GOVERNING LAW AND VENUE:**

This agreement and all rights and obligations of the parties hereto and all the terms and the conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. The parties hereto agree that venue shall be in Tarrant County, Texas.

### **SECTION 7- NON-APPROPRIATION:**

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.

### **SECTION 8 – INSURANCE**

- 8.1 At all times during the Term, the YMCA must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the

State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

**A. Commercial General Liability Insurance:** The YMCA must maintain throughout the term of this Agreement Commercial General Liability Insurance for bodily injury and property damage arising from the YMCA's services to be performed pursuant to this Agreement on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the YMCA, its employees, agents, representatives or contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

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

**Bodily Injury** \$500,000.00 combined single limits

**Property Damage** \$1,000,000.00 aggregate

**Class D Risk**—large construction or service contracts above \$3,000,000.00.

**Bodily Injury** \$1,000,000.00 combined single limits

**Property Damage** \$2,000,000.00 aggregate

**B. Automobile Liability Insurance:** The YMCA must maintain in force throughout the term of this Agreement, comprehensive Automobile Liability Insurance covering the YMCA and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

**C. Workers' Compensation/Employers' Liability:** The YMCA shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.

**D. Professional Liability Insurance:** The Professional Liability Insurance provided by the YMCA must conform to the following requirements:

- The YMCA's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
- If on a claims-made basis, the YMCA must maintain, without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.



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

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

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

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

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

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

8.2 Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the YMCA's Policy(ies) required under this Agreement.

8.3 Upon District's request, the YMCA must furnish the District with certificates of insurance evidencing the YMCA's insurance coverage is consistent with the terms of this Agreement. The YMCA must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the YMCA. Additionally, the YMCA must be liable to the District for any and all damages incurred due to the YMCA's failure to perform the agreement terms. The YMCA must name the District as an additional insured.

## SECTION 9 - MISCELLANEOUS

9.1. **Credentials.** In the event that this Agreement is for Professional Services, the YMCA agrees that all required certifications, licensures, and credentials will be maintained at all times.

9.2. **Conflict of Interest.** The YMCA, by signing this Agreement, certifies that it does not have a conflict of interest relative to the services to be rendered on behalf of the District.

9.3 **Confidentiality.** The YMCA further understands that it is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the YMCA agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.

9.4 **Proprietary Rights.** With the exception of previously registered copyright or trademark materials of the YMCA, the YMCA agrees that all reports, studies, plans, models, drawings,



specifications, and any other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by the YMCA or any other Party related to the YMCA without the express prior written consent of the District. Furthermore, the YMCA understands that products produced as a result of this Agreement are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

**9.5 Independent Contractor.** It is expressly understood and agreed by both Parties that the District is contracting with the YMCA as an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other contractors thereof will not be deemed by virtue of this Agreement to be the officers, agents, or employees of the other Party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of the YMCA.

**9.6 Hold Harmless.** The District and its employees can neither agree to hold the YMCA harmless nor agree to indemnify the YMCA, and any contracts or provisions to the contrary are void.

**9.7 Waivers.** The Parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**9.7 Non-Discrimination.** The YMCA certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

**9.8 Boycott Israel.** Pursuant to Texas Government Code § 2271.002, to the extent that YMCA and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, YMCA and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Agreement.

**9.9 Anti-Terrorism.** Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, YMCA affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.

**9.10 Retention of Contracting Information.** Pursuant to District Board Policy CH(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the YMCA agrees that the Agreement may be terminated if the YMCA knowingly or intentionally fails to comply with a requirement of that subchapter.

**9.11 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.

**9.12 Entire Agreement Modifications.** All oral or written agreements between the Parties hereto relating to the subject matter of this agreement have been reduced to writing and are

contained herein. This Agreement supersedes all prior agreements, written or oral, between YMCA and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by YMCA to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and YMCA.

9.13 **Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.

9.14 **Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.

9.15 **Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.

9.16 **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this Agreement 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.

9.17. **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:

9.17.1. To District:

Fort Worth Independent School District  
Dr. Marcey Sorensen, Chief Academic Officer  
1050 Bridgewood Drive, Suite 125  
Fort Worth, TX 76112

9.17.2 With Copies to:

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

YMCA Metropolitan Fort Worth

Mike Brown, Chief Executive Officer

512 Lamar Street

Fort Worth, TX 76102

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

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


**ELECTRONIC SIGNATURE**

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

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

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

FWISD may not commit funds beyond the current fiscal year. In the event money is not appropriated, FWISD may terminate any further obligations without penalty.


  
By: Mr. Mike Brown, Chief Executive Officer  
YMCA of Metropolitan Fort Worth

7-11-22  
Date

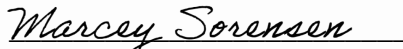
AA  
7/13/2022

\_\_\_\_\_  
By: Dr. Kent Scribner  
Superintendent  
Fort Worth Independent School District

\_\_\_\_\_  
Date

  
By: Olayinka Ojo  
Executive Director, Early Learning  
Fort Worth Independent School District

7-11-22  
Date

  
Dr. Marcey Sorensen  
Chief Academic Officer 07/14/2022

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING WITH TEXAS  
CHRISTIAN UNIVERSITY COLLEGE ADVISING CORPS**

**BACKGROUND:**

This Memorandum of Understanding (MOU) with Texas Christian University (TCU) will continue collaboratively to develop and implement programs and services that foster access to postsecondary education. The TCU College Advising Corps (TCU CAC) has been a long-time partner of Fort Worth ISD. In 2020, the TCU CAC became a key strategy in our partnership with the Tarrant To and Through partnership. In 2021, this program was expanded using Elementary and Secondary School Emergency Relief (ESSER) funds to aid in our recovery efforts.

The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches, and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well, complete their admissions and financial aid applications, and enroll successfully at the schools they eventually choose.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding with Texas Christian University College Advising Corps
2. Decline to Approve Memorandum of Understanding with Texas Christian University College Advising Corps
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding with Texas Christian University College Advising Corps

**FUNDING SOURCE:        *Additional Details***

ESSER Fund                               282-13-6299-001-999-24-950-000417-22F32

**COST:**

\$1,152,000

**VENDOR:**

Texas Christian University

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Amon-Carter Riverside High School  
Arlington Heights High School  
Benbrook Middle/High School  
Diamond Hill-Jarvis High School  
Paul Laurence Dunbar High School  
Eastern Hills High School  
North Side High School  
R.L. Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Green B. Trimble Technical High School  
Western Hills High School  
O.D. Wyatt High School  
Choice & Collegiate Programming  
Grants Compliance & Monitoring

**RATIONALE:**

The College Advising Corps has three (3) main objectives: 1) To increase the college-going rate at partner schools; 2) To expand the range of colleges and universities to which students apply and in which they enroll; and 3) To assist principals, counselors, teachers and college and career readiness coaches in fostering a college-going culture. These objectives clearly align with our goals as a District. In addition, this summer, TCU CAC is also supporting our efforts to ensure students enroll in the college they have chosen by staying in close contact with students throughout the summer.

**INFORMATION SOURCE:**

David Saenz

## Memorandum of Understanding TCU College Advising Corps & Fort Worth Independent School District

The TCU College Advising Corps (formerly referred to as Advise TX) is housed in the Center for Public Education at the TCU College of Education. The program places its recent college graduates as college advisers in high schools. Advisers work in collaboration with school counselors, teachers, college and career readiness coaches and administrators to increase college-going enrollment rates in schools that they serve. Advisers primarily provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial aid applications; and enroll successfully at the schools they eventually choose. The College Advising Corps has three main aims: to increase the college-going rate at partner schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, teachers and college and career readiness coaches foster a college-going culture.

To achieve the goals of the program, the TCU College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership by clarifying the expectations and responsibility of the TCU College Advising Corps (“the Advising Corps”), **the Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district, (“the District”), and the **following District High Schools** (“the School”):

**Arlington Heights (3), Amon Carter-Riverside (3), Benbrook (3), Diamond Hill-Jarvis (5), Paul Laurence Dunbar (5), Eastern Hills (5), North Side (3), R.L. Paschal (3), Polytechnic (5), South Hills (3), Southwest (3), Green B. Trimble Technical (3), Western Hills (5), and O.D. Wyatt (5).**

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

### **The Advising Corps, the District, and the School agree to:**

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and do not duplicate these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- See the adviser as a professional, well-trained resource for students regarding college access.
- To meet with the adviser and project director before the 2022-2023 academic year to discuss the program expectations.
- Work in partnership with the Tarrant To & Through (T3) project led by the Rainwater Charitable Foundation.

### **The Advising Corps agrees to:**

- Identify, recruit, and hire a full-time adviser to serve the School for an average of 40 hours per week during the school year.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students including to ensure that the adviser complies with the FERPA provisions in this MOU.
- Provide assurance that all employees of the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
- Employ a program director who will (a) supervise the adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the



adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make adjustments as needed, but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; (h) visit the school at least twice per academic year; and (i) will remain open and available to address any issues or concerns that may arise.

- Require the adviser to utilize District programs (for example: FOCUS, Career Cruising, GO Center Kiosk Sign-in and the data collection College and Career Readiness Programs).
- Share monthly reports, relevant data, and research with the District and School officials.
- Manage the program's administration and pay the full salary and benefits of each adviser assigned to the District.
- Work in good faith to develop funding that will sustain the partnership between the Advising Corps and the District beyond the current term.
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, including as FERPA regulations except as may be required by law, regulation, or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example: ongoing training, the development of funding, or programming activities at other schools) for no more than ten (10) days that the School is in session during the term of service specified above.
- Obtain the approval from the Grants, Compliance & Monitoring Department of FWISD to survey students for the College Advising Corps.

**The District and School agree to:**

- Welcome the adviser, work actively to facilitate their entry into the school community by treating them as a professional member of the school, and facilitate the collaboration among the Advising Corps and any other college access, admissions, or financial-aid advising already present at the School.
- Provide a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
- Establish and maintain clear lines of communication with the adviser and project director in regards to staff policies, procedures, and expectations with which the adviser is expected to comply.
- Designate a school administrator/staff member to serve as the adviser's onsite liaison who will: (a) serves as the adviser's primary resource and advocate within the school, facilitating the adviser's integration into the life of the school and providing appropriate advice and counsel; (b) work closely with the project director to ensure that the relationship between the adviser and the school remains strong and that the adviser is effectively serving students and advancing the three main aims of the College Advising Corps; (c) work with the project director to establish a mutually agreeable work schedule for the adviser; (d) participate in the adviser's evaluation process; (e) meet with and engage in frequent dialogue with the Advising Corps project director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least annually; (g) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the collaboration and ensure that its goals are being met; and (h) report all issues concerning the adviser's performance to the Advising Corps project director.
- Supply access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena. All data sharing will be governed by the data sharing agreement and process, hereby attached as Exhibit A.

- Provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations. Adviser access to the District or School's mainframe to retrieve such information is preferred but not required.
- Provide access to student data from the College Board's K12 Educator portal (K12 score reporting portal) to adviser, for the purpose of targeted college and career planning inclusive of PSAT/SAT scores, exam registration history, and AP potential.
- Ensure that the adviser is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in your school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
- Ensure that the adviser does not serve as a facilitator or proctor of TSI or college-readiness testing.
- Provide the adviser with a reasonable working/meeting space with a computer, internet access, and daily access to phone and voicemail, including access to a photocopier/scanner, printer, and fax machine.
- Allow the adviser to disseminate and collect the annual College Advising Corps student surveys as approved by the Grants, Compliance and Monitoring Department of FWISD. (if applicable).
- Ensure that the adviser has access to and can utilize the program's web-based data collection tool, email, and a wireless internet connection on the adviser's laptop (if necessary).
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, an overview of the mission and culture of the School, and assist the adviser with obtaining a parking pass and School/District badge/identification.
- Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with a college adviser.
- Ensure that the adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the District or School.

### Local Match

- The District agrees to provide matching funds, in the amount of \$1,152,000, to support the costs associated with providing fifty four full-time Advising Corps college advisers at each of the following District High Schools: **Arlington Heights (3), Amon Carter-Riverside (4), Benbrook (2), Diamond Hill-Jarvis (4), Paul Laurence Dunbar (4), Eastern Hills (4), North Side (4), R.L. Paschal (4), Polytechnic (4), South Hills (4), Southwest (4), Green B. Trimble Technical (4), Western Hills (4), and O.D. Wyatt (5)** during the term of this agreement.
- The District agrees to submit payment in full to Texas Christian University, on behalf of the TCU College Advising Corps, in monthly installments of \$128,000 per month, starting with the first payment due and payable before October, 1, 2022, and by the first month thereafter for a period of nine months with the final payment of \$128,000 due and payable on or before June 1, 2023.

### Program Evaluation

- External funding for the TCU College Advising Corps program is provided by both the National College Advising Corps (CAC), Texas Higher Education Coordinating Board (THECB), and the Rainwater Charitable Foundation through the Tarrant To & Through (T3) partnership. As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through an evaluation team affiliated with Stanford University and contracted by the CAC, and the Tarrant To & Through (T3) partnership. The District/School is expected to provide all necessary data requested by the evaluation team and CAC with the governance of FWISD Grants, Compliance and Monitoring Department. Data will be used for program evaluation and educational purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified. A final copy of any report identifying FWISD whether written or in presentation form should be submitted to the Academic Advisement Department.

- Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.
- The Advising Corps will comply with applicable Family Educational Rights and Privacy Act (FERPA) provisions and agrees to protect any confidential student information it receives or accesses that could make a student's identity traceable.

### **Duration of Agreement**

- This agreement applies exclusively to the 2022-2023 academic school year and shall commence on August 1, 2022, and shall terminate on July 31, 2023 unless earlier termination or extension shall occur pursuant to any provision hereof.
- Costs associated with District/School participation in future years, if any, will be determined annually.

### **Sovereign Immunity**

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

### **Applicable Law**

This MOU shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Tarrant County, Texas, and all payments under the Contract shall be due and payable in Tarrant County, Texas.

### **Dispute Resolution**

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

### **Amendments**

- Modifications to the MOU shall only be made by written amendment and executed by the Advising Corps and the District. Fully executed amendments will then become part of the MOU agreement.

### **Termination**

- This MOU will automatically terminate at the end of the agreement on July 31, 2023, as noted above.
- Any party may terminate this MOU (for cause) by giving ninety days' written notice to the other party.
- The Advising Corps may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that the Advising Corps is unable to obtain additional funds for such purpose.

By signing, I certify that I have read and agree with the terms of the Memorandum of Understanding and officially authorized to sign and execute on behalf of my institution:

**Fort Worth Independent School District**

Signature

Date

Tobi Jackson, Board President, Fort Worth ISD

Print Name and Title

*Tobi Jackson*

Signature

Date

Dr. Kent Paredes Scribner, Superintendent, Fort Worth, ISD

Print Name and Title

**Texas Christian University**

*Frank Hernandez*

07/18/2022

Signature

Date

Dr. Frank Hernandez, Dean, TCU College of Education

Print Name and Title

DocuSigned by:  
*Floyd L. Wormley Jr., PhD*  
8F6322241820415...

8/1/2022

Signature

Date

Dr. Floyd Wormley, Associate Provost for Research and Dean of Graduate Studies, Texas Christian University

Print Name and Title

**DISTRICT CONTACTS:**

**School District Central Point of Contact (Superintendent, District Administrator, or Principal)**

NAME: David Saenz, Ed. D.  
TITLE: Chief Innovation Officer  
ADDRESS: 1050 Bridgewood Drive, Fort Worth, TX 76112  
PHONE: 817-814-1511  
E-MAIL: david.saenz@fwisd.org

**Additional: School District Central Point of Contact (Superintendent, District Administrator, or Principal)**

NAME: Lisa Castillo  
TITLE: Executive Director, Choice & Collegiate Programming  
ADDRESS: 1050 Bridgewood Drive, Fort Worth, TX 76112  
PHONE: 817-814-1511  
E-MAIL: lisa.castillo@fwisd.org

**Data Contact**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**Human Resources Contact**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**TCU COLLEGE ADVISING CORPS CONTACTS:**

ADDRESS : TCU College of Education  
J.E. & L.E. Mabee Foundation Education Complex  
Bailey Building & Palko Hall  
3000 Bellaire Drive N.  
Fort Worth, TX 76109

TCU Contact :

NAME : Dr. Frank Hernandez  
TITLE : Dean, TCU College of Education  
PHONE : (827) 257-7663  
EMAIL : frank.hernandez@tcu.edu

Program Contact :

NAME : Matt Burckhalter  
TITLE : Director, TCU College Advising Corps  
PHONE : (817) 257-4746  
EMAIL : m.burckhalter@tcu.edu

**Appendix A:** Approval from the Fort Worth ISD Grants, Compliance & Monitoring Department to survey District students for the College Advising Corps.

Texas Christian University (TCU) is required annually by the Texas Higher Education Coordinating Board (THECB) and the National College Advising Corps (CAC) to survey participants at randomly selected high schools to evaluate program services.

Attached is an example of the survey used by program evaluators in 2018-19.

Fort Worth ISD’s Grants, Compliance & Monitoring Department provides approval for the Advising Corps to survey district students using a modified version of the 2018-19 survey at randomly selected high schools as determined by program evaluators. The 2023 survey should not significantly differ from the 2019 survey without additional review and approval from the District. District approval must be obtained before this agreement can be fully-executed by the University.

**Texas Christian University**

*Frank Hernandez*  
\_\_\_\_\_  
Signature Date

Dr. Frank Hernandez, Dean, TCU College of Education  
\_\_\_\_\_  
Print Name and Title

DocuSigned by:  
*Floyd L. Wormley Jr., PhD* 8/1/2022  
\_\_\_\_\_  
Signature Date

Dr. Floyd Wormley, Associate Provost for Research and Dean of Graduate Studies, Texas Christian University  
\_\_\_\_\_  
Print Name and Title

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE ENDORSEMENT OF CANDIDATES FOR TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS, REGION 11, POSITION A AND POSITION D**

**BACKGROUND:**

The general governing body of the Texas Association of School Boards (TASB) is the Delegate Assembly, which meets each Fall on the Saturday of the TASB/TASA Joint Annual Convention. One of the responsibilities of the voting representatives of the assembly is to elect the TASB Board of Directors. These individuals have been nominated by their local boards for TASB Board positions which are vacant or have expiring terms. Between Sunday, July 3, and Monday, August 29, 2022, the Board is invited to endorse a candidate for each position in Region 11. Elected TASB Board members and Legislative Advisory Council Members of the TASB Legislative Committee are also voting representatives on the Assembly floor by virtue of their positions.

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Endorsement of Candidates for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A and Position D
2. Decline to Approve Endorsement of Candidates for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A and Position D
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Board discretion



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

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

Not Applicable

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

Fort Worth Independent School District Board of Trustees

**RATIONALE:**

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

**INFORMATION SOURCE:**

Karen Molinar

## TASB Director Candidates

\*Indicates Large District Director Positions

(I) Incumbents that have indicated they will be seeking re-election

<b><u>REGION/POSITION</u></b>	<b><u>DIRECTOR</u></b>	<b><u>DISTRICT</u></b>	<b><u>TERM</u></b>
Region 1, Position B	<a href="#">Janie Lopez</a>	San Benito CISD	2022–2025
	<a href="#">Sylvia Sánchez Garza (I)</a>	South Texas ISD	
Region 2	<a href="#">Moises Alfaro (I)</a>	Mathis ISD	2022–2025
Region 4, Position D*	<a href="#">Myrna Guidry (I)</a>	Houston ISD	2022–2023
Region 4, Position E*	<a href="#">Rebecca Fox</a>	Katy ISD	2022–2025
Region 4, Position F*	<a href="#">Julie Hinaman (I)</a>	Cypress-Fairbanks ISD	2022–2024
Region 4, Position G*	<a href="#">Kristen Davison Malone</a>	Fort Bend ISD	2022–2023
Region 6, Position A	<a href="#">William Foster</a>	Caldwell ISD	2022–2025
	<a href="#">Kenneth Holland</a>	Huntsville ISD	
	<a href="#">Beth Prykryl</a>	New Caney ISD	
Region 6, Position B*	<a href="#">Scott Moore (I)</a>	Conroe ISD	2022–2025
Region 7	<a href="#">Tony Raymond (I)</a>	Sabine ISD	2022–2025
Region 9	<a href="#">Les Healton</a>	Burkburnett ISD	2022–2025
	<a href="#">Mark Lukert (I)</a>	Wichita Falls ISD	
Region 10, Position B	<a href="#">Nichole Bentley</a>	Coppell ISD	2022–2025
	<a href="#">DeAndrea Fleming</a>	DeSoto ISD	
	<a href="#">LaSonja Flowers-Ivory</a>	Duncanville ISD	
	<a href="#">Linda Gooch (I)</a>	Sunnyvale ISD	
	<a href="#">Carolyn Ann Morris</a>	Lancaster ISD	
	<a href="#">Jeff Striplin</a>	Bland ISD	
Region 10, Position C*	<a href="#">Dan Micciche (I)</a>	Dallas ISD	2022–2025
Region 11, Position A	<a href="#">Julie Cole</a>	Hurst-Eules-Bedford ISD	2022–2025
	<a href="#">Tammy Nakamura</a>	Grapevine-Colleyville ISD	
	<a href="#">Patsy Sosa-Sánchez</a>	Denton ISD	
Region 11, Position B*	<a href="#">Quinton Phillips</a>	Fort Worth ISD	2022–2023

## TASB Director Candidates

\*Indicates Large District Director Positions

(I) Incumbents that have indicated they will be seeking re-election

<b><u>REGION/POSITION</u></b>	<b><u>DIRECTOR</u></b>	<b><u>DISTRICT</u></b>	<b><u>TERM</u></b>
Region 11, Position D	<a href="#">Mac Belmontes</a> <a href="#">Steven Newcom</a>	Lake Worth ISD Eagle Mountain-Saginaw ISD	2022–2024
Region 13, Position A*	<a href="#">Lynn Boswell</a>	Austin ISD	2022–2025
Region 16	<a href="#">Eddie Fuentes</a> <a href="#">Cindy Spanel (I)</a>	Bushland ISD Highland Park ISD-Potter County	2022–2025
Region 20, Position D	<a href="#">Robert Westbrook (I)</a>	Schertz-Cibolo-Universal City ISD	2022–2025

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE SELECTION OF A DELEGATE AND AN ALTERNATE TO THE 2022 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY MEETING ON SEPTEMBER 24, 2022**

**BACKGROUND:**

The Texas Association of School Boards (TASB) Delegate Assembly, held annually in conjunction with the Texas Association of School Administrators (TASA)/TASB Convention, is the foundation of the Association’s governance structure and provides critical direction as the Association represents members’ interest before state and national policy makers. The District’s representation at the Delegate Assembly is of utmost importance. It is vital that a representative understands the processes and the issues that come before the Assembly for action.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Selection of a Delegate and an Alternate to the 2022 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 24, 2022
2. Decline to Approve Selection of a Delegate and an Alternate to the 2022 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 24, 2022
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Board Discretion

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

No Cost                               Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

Not Applicable

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

Fort Worth Independent School District Board of Trustees

**RATIONALE:**

Delegates and alternates to the TASB Delegate Assembly will set the course for the organization for the coming year. Representatives must understand the processes and issues that come before the Assembly for action. Further, the TASB Delegate Assembly provides critical direction as the association represents members' interest before state and national policy makers.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

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

**BACKGROUND:**

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

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**

***Additional Details***

No Cost

Not Applicable

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Fort Worth Independent School District Board of Trustees

**RATIONALE:**

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

**INFORMATION SOURCE:**

Tobi Jackson

# BOARD OF EDUCATION

2022–2023 Committees



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

★ Committee Chair

A - Alternate Committee Member

Committee	Board Trustee Membership	Meeting Dates TBA
After School Coordinating Board		
Board Audit		
Board Policy		
Facilities Master Plan & Athletics		
Racial and Ethnic Equity		
Safety & Security Advisory Committee		

**NOTE:** Board Audit Committee must be voted on by the FWISD Board of Trustees and selects its chair from within the Committee.



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       APPROVE BOARD APPOINTMENTS TO THE DISTRICT ADVISORY COMMITTEE (DAC)**

**BACKGROUND:**

Board policy provides for the appointment of parent, business, and community representatives to the District Advisory Committee (DAC) in a manner that provides appropriate representation of the community's diversity {[BQA \(LOCAL\)](#)}. These representatives serve for two (2) years and may be appointed for an additional two (2) year term.

Board policy and state law offer the following definitions:

1. A person who stands in parental relation to a student is considered a parent.
2. A parent who is an employee of the District is not considered a parent representative on the committee.
3. Representatives of businesses need not reside in the District nor must their businesses be located in the District.
4. Representatives of the community must reside in the District and must be at least 18 years old.

Applicants submitted an application and resume for review to be considered for appointment by the Board. These applications have been sent to all Board members for their review and consideration. Applications for all places were actively sought through the Principals' Packet, shared with schools, personal contacts, key stakeholder organizations, and direct emails to Board members. The terms of individuals appointed to these places will expire in May 2024.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Board Appointments to the District Advisory Committee (DAC)
2. Decline to Approve Board Appointments to the District Advisory Committee (DAC)
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Board Decision

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

No Cost                                  Not Applicable

**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Fort Worth ISD Board of Trustees

**RATIONALE:**

The appointment of these individuals to the committee will comply with Board policy and state law.

**INFORMATION SOURCE:**

Karen Molinar

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE 2022 - 2023 BUDGET FOR THE PHALEN LEADERSHIP ACADEMIES PARTNERSHIP AND CAMPUS AT J. MARTIN JACQUET MIDDLE SCHOOL**

**BACKGROUND:**

Fort Worth ISD (FWISD) and Phalen Leadership Academies (PLA) entered into a partnership agreement in February 2021 for PLA to operate the J. Martin Jacquet Middle School through Senate Bill (SB) 1882. Per the performance contract between FWISD and PLA, FWISD will receive monthly invoices for the approved budget items to ensure that PLA can effectively manage the campus as the operating partner.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 Budget for the Phalen Leadership Academies Partnership and Campus at J. Martin Jacquet Middle School
2. Decline to Approve 2022 - 2023 Budget for the Phalen Leadership Academies Partnership and Campus at J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**       *Additional Details*

General Fund                      199-21-6299-PLA-999-99-416-000000

**COST:**

Not-to-Exceed - \$819,315

**VENDOR:**

Phalen Leadership Academies

**PURCHASING MECHANISM:**

**Interlocal Agreement**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

J. Martin Jacquet Middle School  
Phalen Leadership Academies  
Division of Innovation

**RATIONALE:**

The approval of this Board item will allow Phalen Leadership Academies to continue to implement its academic model and support the on-going improvement efforts at J. Martin Jacquet Middle School. This budget will allow the District to continue and collaborate with PLA to fund the partnership as described in the performance contract.

**INFORMATION SOURCE:**

David Saenz

	Number of Positions/Proportion of Position dedicated to FWISD (FTE)	Budgeted Expense (includes fringe)
Recruiter	0.15	\$9,240.00
Scholar Enrollment	0.15	\$12,012.00
Instructional Specialist	0.18	\$15,724.80
Regional Director	0.15	\$21,840.00
SPED/ELL Manager	0.15	\$12,012.00
PD/Training-Director	0.07	\$7,644.00
PD/Training-Manager	0.10	\$8,008.00
CIA Specialist	0.18	\$17,035.20
Community Engagement Mgr	0.15	\$10,920.00

Grant Funded
Total w/Fringe
<b>\$114,436.00</b>

	Number of Positions/ Proportion of Position dedicated to FWISD (FTE)	Budgeted Expense (includes fringe)
Recruiter	1.00	\$58,259.80
Human Resources Generalist	0.15	\$10,920.00
Human Resources	0.15	\$9,240.00
Scholar Enrollment	0.35	\$19,600.00
Regional Director of Operations	0.15	\$15,120.00
Digital Marketing Manager	0.04	\$2,912.00
Marketing Manager	0.04	\$2,912.00
Communications Manager	0.04	\$2,912.00
Student Operations and SIS Director	0.04	\$4,032.00
Student Enrollment Director	0.04	\$4,032.00
Technology Director	0.02	\$2,016.00
Instructional Specialist	0.82	\$71,635.20
Regional Director	0.35	\$35,280.00
SPED/ELL Manager	0.55	\$44,044.00
ELL Manager	0.50	\$36,400.00

Local Funded
Total w/Fringe
<b>\$319,315.00</b>

Phalen Management Fee (SAF grant funded) **\$385,564.00**

<b>Total Sum</b>	<b>\$819,315.00</b>
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**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:       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**

**BACKGROUND:**

As a result of the 2017 Bond Election, the Board of Education approved authorization to enter into a construction contract for a renovation at Trimble Tech High School (Job #011-211 / Request for Qualifications (RFQ) #20-002) on September 24, 2019. The Furniture, Fixtures and Equipment (FF and E) for this project is purchased in phases as the renovations in specific areas are completed.

On June 23, 2020, the Board of Education authorized the purchase of furniture, fixtures, and equipment for the Trimble Tech High School renovation project in an amount not-to-exceed of \$2,089,592.

During the final phases for construction, there is additional FF and E needed to complete the project. This agenda item requests additional spending authority for Furniture, Fixtures and Equipment for Trimble Tech High School in an amount not-to-exceed of \$748,000.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Spending Authority for Furniture, Fixtures & Equipment (FF and E) For Trimble Tech High School Job #011-211 In Conjunction with The 2017 Capital Improvement Program
2. Decline to Approve Additional Spending Authority for Furniture, Fixtures & Equipment (FF and E) For Trimble Tech High School Job #011-211 In Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**

CIP 2017

**Additional Details**

671-81-XXXX-B43-011-99-000-011211

**COST:**

Not-to-Exceed - \$748,000

**VENDOR:**

Meteor Education, LLC – RFP #19-005

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 19-005

Number of Bid/Proposals received: 8

HUB Firms: 1

Compliant Bids: 8

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program

Trimble Tech High School

**RATIONALE:**

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

**INFORMATION SOURCE:**

Joseph Coburn

Quote ID	Terms	Quote Contact	Site Contact
74211-03 07/25/2022 JONVEA J.	Net 30 Days Prices Good Through 09/23/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

<b>Global Industries Inc.</b>	<b>OMNIA/Region 4 - Zone 1 Installed R191810</b>	<b>Discount: 33.5%</b>	<b>Install: 17%</b>	<b>Freight: NET</b>
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	1	<b>GSB28,TUN</b> <b>Description:</b> SQUARE BASE * Swap Series * 28-1/2"D x 28-1/2"W x 28"H * Base Finish BaseFinish: TUN - Tungsten (qty 1 each) (srp \$.00)	\$1,741.30	\$1,157.96	\$1,157.96
2	1	<b>GSBTP42, ACJ</b> <b>Description:</b> SQUARE TABLE TOP * Swap Series * 42"D x 42"W x 1"H * Laminate Laminate: Absolute Acajou (qty 1 each) (srp \$.00)	\$521.40	\$346.73	\$346.73
<b>Global Industries Inc.</b>					\$1,504.69

<b>GREAT OPENINGS</b>	<b>OMNIA/Region 4 - Zone 1 Installed R191810</b>	<b>Discount: 62.5%</b>	<b>Install: 11%</b>	<b>Freight: 0%</b>
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	25	<b>LZ-S-C209-02X9</b> <b>Description:</b> LEFT COAT DOOR BOOKCASE WARDROBE TOWER * Trace Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Laminate finish * Locks * Pull handles Front: S - Square, Satin Nickel Loop Pull (qty 1 each) (srp \$.00) Paint: 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)	\$3,269.04	\$1,225.89	\$30,647.25
2	13	<b>MZ-S-C209-02X9</b> <b>Description:</b> TRACE BOOKCASE WARDROBE TOWER * Towers Series * 23-1/2"D x 23-1/2"W x 65-7/8"H * Paint finish * Welded steel frame construction * File/file * Coat door on right side Front: S - Square, Satin Nickel Loop (qty 1 each) (srp \$.00) Paint: 02X9 - Silver Metallic (Knoll) (qty 1 each) (srp \$.00)	\$3,269.04	\$1,225.89	\$15,936.57
<b>GREAT OPENINGS</b>					\$46,583.82

<b>KI</b>	<b>OMNIA/Region 4 - Zone 1 Installed R191810</b>	<b>Discount: 16.5%</b>	<b>Install: 8%</b>	<b>Freight: 0%</b>
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Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	2	<b>DN3B11-NFR</b> <b>Description:</b> DONI SLED BASE ARM CHAIR * Doni Stack Chair * 21-1/2" D x 22-1/4" W x 33-3/4" H * Seat Height 18" * Sled Base * Two-Tone Poly Finish * Upholstered Seat BaseFinish: Starlight Silver Metallic (qty 1 each) (srp \$.00) Fabric: Pallas Group1: Etch Granite (qty 1 each) (srp \$.00) Glides: Nylon Plastic Glides (qty 1 each) (srp \$.00) Outside/Inside: Cool Grey / Cottonwood (qty 1 each) (srp \$.00)	\$815.54	\$680.98	\$1,361.96
<b>KI</b>					\$1,361.96

<b>NATIONAL OFFICE FURNITURE</b>	<b>OMNIA/Region 4 - Zone 1 Installed R191810</b>	<b>Discount: 40.5%</b>	<b>Install: 8%</b>	<b>Freight: 0%</b>
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Quote ID	Terms	Quote Contact	Site Contact
74211-03 07/25/2022 JONVEA J.	Net 30 Days Prices Good Through 09/23/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	38	<b>N15GR-KD-2-22168-C2</b> <b>Description:</b> MESH BACK, ARMLESS, KNEE TILT, PLASTIC BASE * Mix-It Series * 26"D x 26-1/4"W x 39-1/2"-43-1/2"Adj. Ht. * Upholstered seat and mesh back * Black nylon base * Casters Casters: C2 - Soft Casters (qty 1 each) (srp \$.00) FabricGR2: 22168 - Sedona - Pewter (qty 1 each) (srp \$.00) Pack: Tool-less knock down (qty 1 each) (srp \$.00)	\$1,023.00	\$608.69	\$23,130.22
2	1	<b>N36G4M-201-C56</b> <b>Description:</b> GUEST STACKER (PACKAGE OF 4) * Ditto Series * 21-1/2"D x 22-1/4"W x 33-3/8"H * 18-3/8" Seat Ht. * Plastic seat and back * 15-gauge steel frame * Glides Glides: C56 - Soft Glide (qty 1 each) (srp \$.00) Shell: White (qty 1 each) (srp \$.00)	\$1,255.10	\$746.78	\$746.78

**NATIONAL OFFICE FURNITURE \$23,877.00**

**SMITH SYSTEM MANUFACTURING OMNIA/Region 4 - Zone 1 Installed R191810 Discount: Net% Install: 8% Freight: 12%**

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
1	38	<b>01631C</b> <b>Description:</b> SINGLE-STUDENT SILHOUETTE DESK * Silhouette Series * 21"D x 30"W x 26"-41"Adj. Ht. * Laminate Finish * Edge Finish * Frame Finish, Powdercoat * Lockable Casters Edge: Charcoal (qty 1 each) (srp \$.00) Laminate: High Rise (qty 1 each) (srp \$.00) Powdercoat: Platinum (qty 1 each) (srp \$.00)	\$687.37	\$419.30	\$15,933.40
2	1,025	<b>04080D</b> <b>Description:</b> INTERCHANGE SINGLE-STUDENT DESK * Interchange Series * 20"D x 27"W x 22"-34"Adj. Ht. * Laminate top * 4 MM T-Mold * Frame finish Edge: Platinum (qty 1 each) (srp \$.00) FrameFinish: Platinum (qty 1 each) (srp \$.00) Laminate: Classic Linen (qty 1 each) (srp \$.00)	\$373.90	\$228.08	\$233,782.00
3	2	<b>11842</b> <b>Description:</b> FLAVORS ADJUSTABLE STOOL * Flavors Series * 28"D x 28"W x 22"-32"Adj. Ht. * Shell finish * Black 5 star base * Casters Shell: Charcoal (qty 1 each) (srp \$.00)	\$550.10	\$335.56	\$671.12
4	1,025	<b>11855</b> <b>Description:</b> FLAVORS MOBILE STACK CHAIR * Flavors Series * 22"D x 20"W x 31"H * 18" seat height * Shell finish * Frame finish FrameFinish: Chrome (qty 1 each) (srp \$.00) Shell: Charcoal (qty 1 each) (srp \$.00)	\$216.15	\$131.85	\$135,146.25

Quote ID	Terms	Quote Contact	Site Contact
74211-03 07/25/2022 JONVEA J.	Net 30 Days Prices Good Through 09/23/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

Item No.	Qty	Model Number	List Price	Your Price	Ext. Price
5	1,025	<b>17577-PLT</b> <b>Description:</b> 3" DUAL WHEEL CASTERS, PACK OF 4 * Elemental Series * Set of Four (4) 3" Dual Wheel Casters * Color Finish CasterColor: Platinum (qty 1 each) (srp \$.00)	\$131.12	\$79.98	\$81,979.50
6	11	<b>26160D</b> <b>Description:</b> CASCADE TEACHER DESK SINGLE BULLET, B/B/F LEFT * Cascade Series * 24"D x 60"W x 30-1/2"H * 1-1/4" thick laminate top * T-mold edge * Frame finish * Steel construction * Casters included Cascade Edge: Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)	\$1,250.78	\$762.98	\$8,392.78
7	27	<b>26161D</b> <b>Description:</b> CASCADE TEACHER DESK SINGLE BULLET, B/B/F RIGHT * Cascade Series * 24"D x 60"W x 30-1/2"H * 4mm thick laminate top * T-mold edge * Frame finish * Steel construction * Casters included Cascade Edge: R - Charcoal (qty 1 each) (srp \$.00) CascadeLaminate: High Rise (qty 1 each) (srp \$.00) FrameColor: Platinum (qty 1 each) (srp \$.00)	\$1,250.78	\$762.98	\$20,600.46
8	38	<b>76517</b> <b>Description:</b> MODESTY PANEL / PRIVACY SCREEN * 1-1/2"D x 24"W x 13-3/4"H * Does not work with 20" x 27" top	\$128.05	\$78.11	\$2,968.18
9	38	<b>76518</b> <b>Description:</b> SIT + STAND TECHNOLOGY BASKET * UXL Series * 10"D x 14"W x 3"H * Attaches to underside of Sit + Stand Student Desks	\$81.95	\$49.99	\$1,899.62
10	53	<b>91100000P</b> <b>Description:</b> CASCADE MEGA-TOWER OPEN WITH SHELVES * Cascade Series * 19"D x 43"W x 61-2/5"H * Platinum powdercoat finish * End panel finish * Steel construction * Casters included Powdercoat: Platinum (qty 1 each) (srp \$.00)	\$1,664.63	\$1,015.42	\$53,817.26
<b>SMITH SYSTEM MANUFACTURING</b>			\$555,190.57		

<b>TOTALS</b>	
<b>Product:</b>	<b>\$628,518.04</b>
<b>Install:</b>	<b>\$51,821.80</b>
<b>Freight:</b>	<b>\$66,999.84</b>
<b>---] Sales Tax at 8.250%:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$747,339.68</b>

All pricing and lead times are based on the information (color options, finishes, etc.) supplied to Meteor at the time a purchase order is received. Changes could result in a possible delay of order and/or additional costs.

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

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

# METEOR EDUCATION

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

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

Customer Quick Quote (Quote #74211-03)  
Trimble Tech Phases 2 & 3 Classrooms

**Site:**  
Trimble Tech High School  
1003 W Cannon St.  
Fort Worth, TX 76104

Quote ID	Terms	Quote Contact	Site Contact
74211-03 07/25/2022 JONVEA J.	Net 30 Days Prices Good Through 09/23/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

through 09/23/2022.

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

Signature

Date

Quote ID	Terms	Quote Contact	Site Contact
74211-03 07/25/2022 JONVEA J.	Net 30 Days Prices Good Through 09/23/2022	Kim Madewell / cell: (800) 699-7516 / kmadewell@meteoreducation.com	Susasn Spicer / (817) 317-7752 / susan.spicer@procedeogroup.com

## TERMS AND CONDITIONS OF SALE

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

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

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

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

Prepay Requirements for non-publicly funded entities:

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

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

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

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

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

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

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

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

### DROP-SHIP OR INSIDE DELIVERY ONLY:

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

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

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

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC:**       **APPROVE ADDITIONAL SPENDING AUTHORITY FOR JOB ORDER CONTRACTING SERVICES IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM (COMPETITIVE SEALED PROPOSAL (CSP) 19-004)**

**BACKGROUND:**

On November 13, 2018, the Board of Education approved entering contracts for Job Order Contracting Services for the 2017 Capital Improvement Program in an amount not-to-exceed of \$3,000,000 (Competitive Sealed Proposal (CSP) 19-004). The Capital Improvement Program (CIP) is requesting an additional \$2,000,000 in spending authority for these services. These services will enable the District to address any additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2017 CIP projects.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program (Competitive Sealed Proposal (CSP) 19-004)
2. Decline to Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program (Competitive Sealed Proposal (CSP) 19-004)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Additional Spending Authority for Job Order Contracting Services in Conjunction with the 2017 Capital Improvement Program (Competitive Sealed Proposal (CSP) 19-004)

**FUNDING SOURCE:**       *Additional Details*

CIP 2017	671-81-6629-J41-XXX-99-000-XXXXXX
	671-81-6629-C41-XXX-99-000-XXXXXX

**COST:**

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

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program

**RATIONALE:**

Job Order Contracting Services is necessary to support the 2017 Capital Improvement Program. Approval of additional spending authority will allow CIP to enter contracts for these services and will enable the District to address any additional minor construction, repair, rehabilitation, or alteration of facilities that may be needed as part of the 2017 CIP projects.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC: 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**

**BACKGROUND:**

On December 10, 2019, the Board of Education (BOE) approved the authorization to negotiate and enter into a contract with a Construction Manager-at-Risk, SEDALCO – SMR JV for Paschal High School Addition and Renovation Job No. 010-212 (Request for Qualifications (RFQ) #20-003).

Additional costs have been identified for the Paschal High School Addition and Renovation project, for replacing the existing windows in Areas A, B and D. Capital Improvement Program (CIP) requests \$865,544.26 be used to fund the Change Order from the available budget in the project.

Board Date	Item	Current Budget	Change(s)	Revised Budget
12/10/2019	Original Contract	\$30,735,550.00	-	\$30,735,550.00
08/23/2022	Additional Costs	\$30,735,550.00	\$865,544.26	\$31,601,094.26

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

CIP 2017                                  671-81-6629-B39-010-99-000-010212

**COST:**

Not-to-Exceed - \$865,544.26

**VENDOR:**

SEDALCO – SMR JV

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program  
Paschal High School

**RATIONALE:**

A Change Order is required to address the additional needs for Job No. 010212 Paschal High School Addition and Renovation in a not-to-exceed amount of \$865,544.26 which cannot be covered within the Construction Manager-at-Risk's contract.

**INFORMATION SOURCE:**

Joseph Coburn



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 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.

The following is a list of assigned Architectural Firms:

Campus	Architect	Not to Exceed
Repurposed Como Montessorri	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 6 <sup>th</sup> Grade Center	Glenn Partners, PLLC	\$1,630,157.74
J. Martin Jacquet Middle School	BLDD Architects, Inc.	\$2,586,620.42
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

**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:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 22-041

Number of Bid/Proposals received: 50

HUB Firms: 0

Compliant Bids: 50

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:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**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  
August 23, 2022**

**TOPIC: APPROVE CLOSEOUT CONTRACT WITH REEDER GENERAL CONTRACTORS, INC., FOR JOB #015-202 AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On May 19, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Reeder General Contractors, Inc., for pre-construction services for Job No. 015-202 (CMAR RFQ #19-100), Western Hills High School. On August 13, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included renovated and repurposed existing spaces to accommodate 21<sup>st</sup> century learning, provided spaces for Career and Technical Education programs (CTE) and areas to support the Arts.

Original Contract with Guaranteed Maximum Price:	\$26,849,000.00	Original Substantial Completion Date:	August 20, 2021
Final Deductive Change Order:	(\$2,123,944.52)	Substantial Completion Date Decreased:	8 days
Final Contract Amount:	\$24,725,055.48	Final Substantial Completion Date:	August 12, 2021
Previously Paid:	(23,488,802.70)		
Final Payment Due:	\$1,224,080.83		

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Closeout Contract with Reeder General Contractors, Inc., for Job #015-202 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline 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
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Closeout Contract with Reeder General Contractors, Inc., for Job #015-202 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:**

\$1,224,080.83

**VENDOR:**

Reeder General Contractors, Inc.

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program  
Western Hills High School

**RATIONALE:**

Reeder General Contractors, Inc., has completed all work as required per the terms of their Contract for renovations at Western Hills High School. The work has been inspected by Huckabee & Associates, Inc., and the project has been accepted by the Capital Improvement Program (CIP) Department. A financial reconciliation of the amount paid to date has been performed by the CIP Controls Department.

**INFORMATION SOURCE:**

Joseph Coburn

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**August 23, 2022**

**TOPIC: APPROVE CHANGE ORDER NO. 1 AND BUDGET AMENDMENT FOR JOB NO. 083-131 YOUNG MEN’S LEADERSHIP ACADEMY ADDITION AND RENOVATION (REQUEST FOR QUALIFICATIONS (RFQ) #19-091) IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On December 10, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Turner | Source JV, for Young Men’s Leadership Academy addition and renovation Job No. 083-131 (Request for Qualifications (RFQ) #19-091).

Additional costs have been identified for the Young Men’s Leadership Academy Addition and Renovation project, due to unforeseen conditions related to the following: 1) Structural deficiencies in the existing Middle School building; 2) Site conditions (subsurface water); and 3) Plumbing (no as-built plans or existing lines not as depicted on as-built plans). Capital Improvement Program requests the approval of the Change Order No. 1 in the amount of \$5,901,723.85.

Board Date	Item	Current Budget	Changes	Revised Budget
12/10/2019	Original Contract	\$30,415,000.00	-	\$30,415,000.00
08/23/2022	Additional Costs	\$30,415,000.00	\$5,901,723.85	\$36,316,723.85

In addition, the Capital Improvement Program requests the following budget amendment to fund Change Order No. 1: \$5,146,256.00 from the Program Contingency budget: \$755,467.85 from the available Young Men’s Leadership Academy project budget.

Org No.	School Name	Current Budget	Changes	Revised Budget
001	Amon Carter-Riverside High School	\$54,507,967.00		\$54,507,967.00
002	Arlington Heights High School	\$54,816,915.00		\$54,816,915.00
003	South Hills High School	\$54,749,543.00		\$54,749,543.00
004	Diamond Hill-Jarvis High School	\$30,861,075.00		\$30,861,075.00
005	Dunbar High School	\$35,235,737.00		\$35,235,737.00
006	Eastern Hills High School	\$52,541,225.00		\$52,541,225.00
008	North Side High School	\$36,732,107.00		\$36,732,107.00
009	Polytechnic High School	\$53,019,241.00		\$53,019,241.00
010	Paschal High School	\$44,909,704.00		\$44,909,704.00

011	Trimble Tech High School	\$44,571,761.00		\$44,571,761.00
014	Southwest High School	\$43,577,780.00		\$43,577,780.00
015	Western Hills High School	\$34,450,339.00		\$34,450,339.00
016	OD Wyatt High School	\$47,604,751.00		\$47,604,751.00
071	Benbrook Middle School/High School	\$28,926,839.00		\$28,926,839.00
082	Texas Academy of Biomedical Sciences	\$4,000,000.00		\$4,000,000.00
083	Young Men's Leadership Academy	\$39,440,898.00	\$5,146,256.00	\$44,587,157.00
084	World Languages Institute	\$1,000,000.00		\$1,000,000.00
171	Tanglewood Elementary School	\$5,404,289.00		\$5,404,289.00
176	Waverly Park Elementary School	\$2,259,831.00		\$2,259,831.00
229	Overton Park Elementary School	\$30,115,106.00		\$30,115,106.00
	Escalation	\$2,058,431.00		\$2,058,431.00
	Program Contingency		(\$5,146,256.00)	
	Reimbursement Resolution	\$7,895,000.00		\$7,895,000.00
	Land	\$8,204,780.00		\$8,204,780.00
	Admin/Operational Costs	\$19,591,675.00		\$19,591,675.00
	Owners Representative Mobilization	\$318,530.00		\$318,530.00
	Other/Debt Costs	\$7,795,220.00		\$7,795,220.00
	2017 CIP Grand Total	\$749,735,000.00		\$749,735,000.00

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Change Order No. 1 and Budget Amendment for Job No. 083-131 Young Men's Leadership Academy Addition and Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Change Order No. 1 and Budget Amendment for Job No. 083-131 Young Men's Leadership Academy Addition and Renovation (Request for Qualifications (RFQ) #20-003) in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**             Additional Details

CIP 2017                             671-81-6629-B39-083-99-000-083131

**COST:**

Not-To-Exceed - \$5,901,723.85

**VENDOR:**

Turner | Source JV

**PURCHASING MECHANISM:**

**Not a Purchase**

*Bid/Proposal Statistics*

Bid Number: 19-091  
Number of Bid/Proposals received: 10  
HUB Firms: 1  
Compliant Bids: 10

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

***Purchasing Support Documents Needed:***

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

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

Capital Improvement Program  
Young Men’s Leadership Academy

**RATIONALE:**

Change Order No. 1 is required to address the additional needs for Job No. 083-131 Young Men’s Leadership Academy Addition and Renovation in a not-to-exceed amount of \$5,901,723.85 which cannot be covered within the Construction Manager-at-Risk's contract.



**INFORMATION SOURCE:**

Joseph Coburn

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## Statutory Requirements

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

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

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

**“This notice is posted and filed in compliance with the Open Meetings Law on August 19, 2022, at 6:35 p.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**