

*Board of Education  
Regular Meeting  
July 26, 2022*



**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

# Regular Meeting

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Notice is hereby given that on Tuesday, July 26, 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, July 25, 2022.

## FORT WORTH INDEPENDENT SCHOOL DISTRICT

### AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)
3. RECOGNITION
  - A. Naming the Bill J. Elliott Elementary Multipurpose Room the Kathryn Davidson Multipurpose Room
4. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION (*OTHER*)

**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)**

**7. LONE STAR GOVERNANCE**

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

**8. REPORTS/PRESENTATIONS (OTHER)**

- A. Report on the Publication of Proposed Tax Rate
- B. Plan of Finance: Unlimited Tax School Building Bonds, Series 2022
- C. Student Code of Conduct

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

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

**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 7
  - 1. June 14, 2022 - Special Minutes 9
  - 2. June 28, 2022 - Regular Minutes 14
- B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases \$50,000 and More
  - 1. Approve Purchase of Fire Sprinkler System Inspection Services 31
  - 2. Approve Purchase of Fire Safety System Replacement for the Phalen Leadership Academy at J. Martin Jacquet Middle School 39
  - 3. Approve Purchase of Services and Parts for Annual Fire Suppression Systems Inspections and Maintenance 46
  - 4. Approve Purchase of a Marketplace Software 70

5. Approve Purchase of a New Teacher Center Coaching Model Training and Infield Coaching Support	75
6. Approve Purchase of a Visual Art Digital Professional Development Program	78
7. Approve Purchase of a College and Career Exploration System	95
8. Approve Datamax of Texas Printer/Copier Services for the 2022 - 2023 School Year	103
9. Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year	107
10. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment	117
11. Approve Renewal of Eduphoria Premium Suite and Related Services	121
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	125
13. Approve Renewal of Provider for Plain Old Telephone Service (POTS) and Plexar Lines for the 2022 - 2023 School Year	133
14. Approve Maintenance and Support Agreement for Data Center Servers	139
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	188
16. Approve Memorandum of Understanding to Purchase Training for Dyslexia Teachers	192
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	197
C. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center	207
D. Approve Memorandum of Agreement Between Fort Worth Independent School District and MHMR of Tarrant County Youth Recovery Campus	214
E. Approve Memorandum of Understanding Between Blue Jean Networks and Carter-Riverside P-TECH Collegiate Academy	221

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	230
G. Approve Memorandum of Understanding Between Texas Academy of Biomedical Sciences (TABS) and Tarrant County College District	236
H. Approve Memorandum of Understanding Between the O.D. Wyatt Collegiate Academy and Tarrant County College District	261
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	281
J. Approve Resolution of the Annual Review of Investment Policies and Strategies	284
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	289
L. Approve Naming the Bill J. Elliott Multipurpose Room the Kathryn Davidson Multipurpose Room	296
M. Approve Second Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)	298
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)	305

**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)
  - 1. Discussion Regarding Proposed Resolution of EEOC Charge No.: 450-2020-06041
  - 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*)**

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

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

A. Item/Items Removed from Consent Agenda

B. Personnel

1. Executive Director of Budget

**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

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.

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

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

E. Approve Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes 309

F. Ratification of the Fort Worth Independent School District of Innovation Plan 316

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 323

H. Approve Replacement of Storm - Damaged Structures and Equipment at Polytechnic High School for the Baseball and Softball Fields	361
I. Approve Purchase of Consulting Services to Support the System of Great Schools Initiative	383
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	387
K. Approve Literacy Digital Library and Professional Development	394
L. Approve Annual Renewal of Wide Area Network Services for the 2022 - 2023 School Year (E-Rate Eligible)	397
M. Approve Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year	403
N. Approve 2022 - 2023 Student Code of Conduct	406
O. Approve Board Appointments to the District Advisory Committee (DAC)	455
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)	

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

**19. ADJOURN (*OTHER*)**

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 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 June 14, 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 June 14, 2022 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 5:30 p.m. at the Fort Worth Independent School District Teaching and Learning, 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 June 9, 2022 at 1:20 p.m.

/s/ Christian Alvarado  
Coordinator  
Board of Education

RETURN OF THE MEETING JUNE 14, 2022

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

Given under my hand on June 9, 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  
(Vacant), District 4  
Trustee Camille Rodriguez, District 1  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
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  
Vicki Burris, Chief of Capital Improvement Program  
Cynthia Rincón, Chief of Risk, Ethics, and Compliance Management

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

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

2. PUBLIC COMMENT (S and T)

Speakers:  
Mike Cee  
Todd Daniel

3. REPORTS/PRESENTATIONS

A. 2022 - 2023 Texas Association of School Boards (TASB) Compensation Study (OTHER)

Chief Talent Officer, Raúl Peña, Amy Campbell from the Texas Association of School Boards (TASB), Chief Financial Officer, Carmen Arrieta-Candelaria, and Budget Manager, Patricia Young, gave the *2022 - 2023 Texas Association of School Boards (TASB) Compensation Study*.

President Jackson called for a short break at 5:49 p.m.

The special meeting was reconvened at 5:54 p.m.

B. 2022 - 2023 Budget Update Workshop (V and G)

Carmen Arrieta-Candelaria, Raúl Peña, Patricia Young, and Financial Advisor, Rudy Menjia from Estrada Hinojosa facilitated the *2022 - 2023 Budget Update Workshop*.

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

The special meeting was recessed at 7:42 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. Seek the Advice of Attorneys (Texas Government Code §551.071)

1. Consultation with District Legal Counsel Regarding Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21, and Offer of Resolution

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

1. Chief Internal Auditor

C. Security Implementation (Texas Government §551.076)

D. Real Property (Texas Government Code §551.072)

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

The special meeting was reconvened at 8:47 p.m.

7. ACTION ITEM (S and P)

A. Personnel

1. Chief Internal Auditor

Motion was made by Anne Darr, seconded by Anael Luebanos, to approve and Accept the Recommendation of the Chief Internal Auditor from the Audit Committee..

The motion was unanimously approved.

Deputy Superintendent Karen Molinar introduced Loretta Salvatore as the new Chief Internal Auditor.

8. ACTION AGENDA ITEMS (S and P)

A. Consider and Take Possible Action to Approve Parking Buyout for 2022 Graduation Hosted at Dickies Arena

 Parking Buyout

Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve to Consider and Take Possible Action to Approve Parking Buyout for 2022 Graduation Hosted at Dickies Arena.

Before action was taken on this item, Michael Ryan explained the funds were from the Rainwater Foundation and not District funds.

The motion was unanimously approved.

B. Consider and Take Possible Action Regarding Formation of a Safety and Security Committee

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve to Consider and Take Possible Action Regarding Formation of a *Special* Safety and Security Committee.

Anne Darr asked questions before voting on this action item.

The motion was unanimously approved.

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

No Action was taken on this item.

9. REPORT/PRESENTATION (OTHER)

- A. Superintendent Search Leadership Profile

Special Board Counsel, Brian Newby, introduced Senior Associate, Dr. Peter Flynn, and Associate, Dr. Constance Phillips, from Hazard Young Attea Associates who gave this presentation.

10. ACTION AGENDA ITEMS (S and P)

- A. Receive and Consider the Fort Worth Independent School District Leadership Profile Report, June 14, 2022 of Hazard Young Attea Associates

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve the Fort Worth Independent School District Leadership Profile Report, June 14, 2022 of Hazard Young Attea Associates.

The motion was unanimously approved.

- B. Consider and Take Possible Action to Approve a Position Description for the Superintendent of the Fort Worth Independent School District

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve a Position Description for the Superintendent of the Fort Worth Independent School District.

The motion was unanimously approved.

11. ADJOURN (OTHER)

Camille Rodriguez, CJ Evans, and President Jackson made comments before the meeting was adjourned.

The special meeting was adjourned at 10:07 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 June 28, 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 June 28, 2022, that the Board of Education of the Fort Worth Independent School District held a meeting 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 June 22, 2022, at 6:40 PM. This amended notice was posted and filed in compliance with the Open Meetings Law on June 23, 2022, at 1:15 PM.

/s/ Christian Alvarado  
Coordinator  
Board of Education

#### RETURN OF THE MEETING JUNE 28, 2022

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

Given under my hand on June 9, 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  
(Vacant), District 4  
Trustee Camille Rodriguez, District 1  
Trustee Anne Darr, District 6  
Trustee Michael Ryan, District 7  
Trustee Anael Luebanos, District 8  
Trustee Roxanne Martinez, District 9

The following Trustee-Elect was present:

Wallace Bridges

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 at 5:34 p.m.

2. PLEDGES (OTHER)

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

3. RECOGNITIONS (OTHER)

There were no recognitions.

4. PUBLIC COMMENT (S and T)

Speakers:

Susan Walker

Itzia Oscos

Ernie Moran

Moriama Rivas

Maria Jones

Wanda McKinney

Estella Williams

Morris Adams

Joe Palmer

Jennifer Crossland

Kamethia Perez

Mike Cee

John Beck

Hollie Plemons

Miriam Lambert

Mary Lowe

Amy Super


Luther Perry

Todd Daniel

5. CANVASS VOTES OF JUNE 18, 2022 ELECTION FOR SINGLE MEMBER DISTRICT 4 (S and T)

The trustees reviewed the election returns from the May 7, 2022 School Board Election for Single Member District 4.

6. APPROVE CANVASS CERTIFICATION OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (S and T)

 Canvassing June 18 2022 Election

President Jackson read the votes for the Special Trustee Runoff Election for District 4 as follow:

Single Member Trustee District 4:

Wallace Bridges received 631 votes and Brian J. Dixon received 590 votes.

Motion was made by Roxanne Martinez, seconded by Quinton Phillips, to approve Canvass Certification of June 18, 2022 Special Trustee Runoff Election for District 4.

The motion was unanimously approved.

7. APPROVE RESOLUTION AND ORDER DECLARING RESULTS OF JUNE 18, 2022 SPECIAL TRUSTEE RUNOFF ELECTION FOR DISTRICT 4 (S and T)

Resolution and Order Declaring Results

Motion was made by Roxanne Martinez, seconded by Michael Ryan, to approve Resolution and Order Declaring Results of June 18, 2022 Special Trustee Runoff Election for District 4.

The motion was unanimously approved.

8. SWEARING IN AND OATH OF OFFICE FOR TRUSTEE, SINGLE MEMBER DISTRICT 4 (S and T)

Trustee-Elect Wallace Bridges read the Statement of Officer and signed it. Afterwards, State Representative Ramon Romero administered the Oath of Office and sworn in Trustee-Elect Wallace Bridges as District 4 Board Member.

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

The meeting was recessed at 6:15 p.m. to move into Executive Session.

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

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

1. Update on Deliberations for the Appointment and Employment of a Superintendent

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

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

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

The meeting was reconvened at 6:15 p.m.

12. REPORTS/PRESENTATIONS (OTHER)

A. 2022 - 2023 Compensation Plan

Chief Financial Officer, Carmen Arrieta-Candelaria, Chief Talent Officer, Raúl Peña, and Budget Manager Patricia Young, gave the *2022 - 2023 Compensation Plan* presentation.

B. 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

Carmen Arrieta-Candelaria and Patricia Young updated the Board on the *2022 - 2023 Budgets for the General Fund, Debt Services and Child Nutrition*.

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

A. Public Hearing to Discuss the 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

B. Public Comment on the 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

Speakers:


Joe Palmer  
Jennifer Crossland  
Miriam Lambert  
Hollie Plemons  
Steven Poole  
Hollie Plemons  
Amy Super

14. CLOSE PUBLIC HEARING (S and T)

President Jackson closed the Public Hearing at 8:44 p.m.

15. ACTION AGENDA ITEMS (S and P)

\* A. Approve Compensation Plan for the 2022-2023 School Year

 Compensation Plan

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve CJ Evans made the motion to Approve Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% Whichever is Higher for Nurses, Counselors and Librarians; 4% Mid-Point Pay

Increase for Other Staff; Approved Compensation Study Adjustments Based on TASB Recommendations; Safeguards in Place as Presented in Compensation Proposal.

Anael Luebanos commented he will abstaining from voting on this action item.

Michael Ryan and Camille Rodriguez made a comment before voting on this action item.

Before action was taken, Camille Rodriguez made a substitute motion of a Mid-Point 4% Raise and 2% Raise for Central Administrators Making Over \$150,000.

Motion was made by Camille Rodriguez, seconded by Michael Ryan, to approve Mid-Point 4% Raise and 2% Raise for Central Administrators Making Over \$150,000..

Anne Darr, Board Counsel Ben Castillo, and Wallace Bridges made comments before voting on the substitute motion.

The motion failed.

Yes: Camille Rodriguez, Tobi Jackson, and Michael Ryan.

No: Quinton Phillips, CJ Evans, Anne Darr, and Roxanne Martinez.

Motion was made by CJ Evans, seconded by Quinton Phillips, to approve Approve Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% Whichever is Higher for Nurses, Counselors and Librarians; 4% Mid-Point Pay Increase for Other Staff; Approved Compensation Study Adjustments Based on TASB Recommendations; Safeguards in Place as Presented in Compensation Proposal..

Wallace Bridges made a comment and asked a question before voting on the motion.

Before action was taken, Camille Rodriguez made a substitute motion to the Proposed Compensation Increase Campus Administration and District Support 4% Raise, Central Office Administration Making \$150,000 or more 2% Raise, Central Office Administration Making \$150,000 or less 3% Raise, Paraprofessionals and Hourly 6% Raise, Teachers, Nurses, Librarians, Counselors 5% Raise off the Salary Schedule.

Motion was made by Camille Rodriguez, seconded by Michael Ryan, to approve the Proposed Compensation Increase Campus Administration and District Support 4% Raise, Central Office Administration Making \$150,000 or more 2% Raise, Central Office Administration Making \$150,000 or less 3% Raise, Paraprofessionals and Hourly 6% Pay Raise, Teachers, Nurses, Librarians, Counselors 5% Raise off the Salary Schedule..

Anne Darr, Michael Ryan, Quinton Phillips, Anael Luebanos, Camille Rodriguez, President Jackson, and Wallace Bridges made a comment before voting on the substitute motion.

The motion failed.

Yes: Camille Rodriguez, Tobi Jackson, Wallace Bridges, and Michael Ryan.

No: Quinton Phillips, CJ Evans, Anne Darr, and Roxanne Martinez.

Before action was taken on the regular motion and seconded, Quinton Phillips made a substitute motion to Approve the Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% Whichever is Higher for Nurses, Counselors and Librarians; 6% Mid-Point Pay Increase for Other Staff; Approved Compensation Study Adjustments Based on TASB Recommendations; Safeguards in Place as Presented in Compensation Proposal

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve the substitute motion Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% Whichever is Higher for Nurses, Counselors and Librarians; 6% Mid-Point Pay Increase for Other Staff; Approved Compensation Study Adjustments Based on TASB Recommendations; Safeguards in Place as Presented in Compensation Proposal.

CJ Evans, Quinton Phillips, Camille Rodriguez, Roxanne Martinez, and Anne Darr made comments before voting on the substitute motion.

The motion was approved.

Yes: Tobi Jackson, Quinton Phillips, Wallace Bridges, Anne Darr, Michael Ryan, and Roxanne Martinez.

No: Camille Rodriguez, and CJ Evans.

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve the Compensation Plan for the 2022-2023 School Year to Include an Increase of 4% Salary Increase for Teachers; 4% Mid-Point Pay or 4% Whichever is Higher for Nurses, Counselors and Librarians; 6% Mid-Point Pay Increase for Other Staff; Approved Compensation Study Adjustments Based on TASB Recommendations; Safeguards in Place as Presented in Compensation Proposal.

The motion was approved.

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

No: CJ Evans.

\* B. Approve Adoption of the Proposed 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund

Proposed 2022 - 2023 Budgets

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve Adoption of the Proposed 2022 - 2023 Budgets for the General Fund, Debt Service Fund and Child Nutrition Fund.

The motion was approved.

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

No: Camille Rodriguez.

Camille Rodriguez made a comment after voting on this action item.

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

Michael Ryan read the Consent Agenda Items with Costs.

Anne Darr mentioned she will recuse herself from voting on Consent Agenda Item 17.B.11. *Approve Purchase of the Curriculum Support Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription Through Region 11 for the 2022 - 2023 School Year due to employment.*

Camille Rodriguez and Wallace Bridges made comments.

Michael Ryan requested the following Consent Agenda Items be pulled from Consent and be added to Action Items for separate votes.

*17.B.6. Approve Purchase of Property, Boiler and Machinery, Participation (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles*

*17.B.7. Approve Purchase of Touchless Water Fountains*

*17.B.8. Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service*

*17.B.10. Approve Purchase of Marketing Services*

*17.C. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students*

17. 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. May 17, 2022 - Special Minutes

2. May 24, 2022 - Regular Minutes

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


1. Approve Additional Funds for an Alternative Shuttle Service

 Alternative Shuttle Service


2. Approve Additional Funds for Trash and Recycle Dumpster Services Through June 30, 2022

 Trash and Recycle Dumpster Services

3. Approve Construction of Hardscape, Landscape, and Irrigation at the Front Entry of Daggett Elementary School

 Construction


4. Approve Farrington Field Restroom Upgrade

 Restroom Upgrade

5. Approve Purchase of Specialists Preparation Program Participation

 Specialists Preparation Program

6. Approve Purchase of Property, Boiler and Machinery, Terrorism (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles

 Insurances

7. Approve Purchase of Touchless Water Fountains

 Touchless Water Fountains

8. Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service

 HVAC Filter Replacement Service

9. Approve Purchase of Web-Based Online Curriculum Program for Retrieval, Recovery, Acceleration, and Special Programs for Middle Schools and High Schools

 Web-Based Online Curriculum

10. Approve Purchase of Marketing Services


 Marketing Services

11. Approve Purchase of the Curriculum Support Services Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription Through Region 11 for the 2022 - 2023 School Year

 Curriculum Support Services

12. Approve Conference Registration for Administrators, Instructional Leaders, and


Teachers

 Conference Registration


13. Approve Purchase of Online Literacy Resources for Leadership Academy Network Schools for the 2022 - 2023 School Year

 Online Literacy Resources


14. Approve Purchase of Adaptive Online Instructional Math Program for Students at the Leadership Academy Network

 Online Instructional Math Program


15. Approve Literacy and Tutoring Services for the Leadership Academy Network Throughout the 2022 - 2023 School Year

 Reading Partners


16. Approve Leadership Academy Network Professional Learning Plan for the 2022 - 2023 School Year

 Professional Learning Plan

17. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (ESSER)

 Partial Service Provider ESSER

18. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Special Revenue)

 Partial Service Provider Special Revenue

19. Approve Authorization for Fort Worth After School (FWAS) and School Leadership – Summer Learning to Enter into Contracts for Provision of Partial Providers for the 2022 - 2023 School Year (Local)

 Partial Service Provider Local Funds

20. Approve Authorization to Negotiate and Enter into Contracts with Behavior Health Providers

 Behavioral Health Providers

21. Approve and Award a Contract <sup>23</sup>Renewal to an Absence Verification System




 Absence Verification System

22. Approve Contract Renewal for Contracted Student Support Services, Case Management, and Wraparound Services for the 2022 - 2023 School Year

 Student Support Services


23. Approve Contract with Leadership Academy Network and a Literacy / Educational Vendor to Provide Writing Instructions and Professional Development

 Writing Instructions and Professional Development


24. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities

 Community-Based Supported Employment


25. Approve Renewal of the Educational Professional Services Agreement with Teach for America (TFA)

 Teach for America


26. Approve Interlocal Agreement with Tarrant County for Parking Lot Improvements at Service Center II Located at 601 East Northside Drive

 Service Center II

- C. Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students

 Literacy Conference at TCU

- D. Approve Memorandum of Understanding with Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academy at Success High School


 P-TECH Academy at Success High School

- E. Approve Memorandum of Understanding Between Texas Science, Technology, Engineering, and Mathematics (T-STEM) Academy at Young Men's Leadership Academy and Tarrant County College


 T-STEM at Young Men's Leadership Academy

- F. Approve Memorandum of Understanding Between the Texas Science, Technology, Engineering, and Mathematics (T-STEM) at I.M. Terrell Academy for STEM and

VPA and Tarrant County College

 T-STEM at I.M. Terrell Academy

- G. Approve Increase in Purchase Card (P-CARD) Transaction Limits for District Operations

 Purchase Card

- H. Approve Transition Program Participation Fees

 MOU Bridges

- I. Approve Budget Amendment for the Period Ending May 31, 2022

 Budget Amendment


- J. Approve First Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)

 First Reading-Revisions Board Policies


- K. Approve Second Reading-Revisions to Board Policies FEA(LOCAL), FEC(LOCAL), and FNCE(LOCAL)

 Second Reading-Revisions to Board Policies

- L. Approve Authorization to Enter into Contracts for Structural and Civil Engineering Services for the 2021 Capital Improvement Program

 Structural and Civil Engineering


- M. Approve Closeout Contract with Pinnacle Contracting Group, LLC, for Job #008-002 and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

 Mariachi Band Hall

- N. Approve Purchase of Fine Arts Storage Equipment for Dunbar High School Renovation in Conjunction with the 2017 Capital Improvement Program

 Fine Arts Storage Equipment

- O. Approve Authorization to Enter into Contracts for Moving Services for the 2021 Capital Improvement Program

 Moving Services

- P. Approve Authorization to Enter into Contracts for Job Order Contracting Services for the 2021 Capital Improvement Program

Contracts for Job Order Contracting

- Q. Approve Authorization to Enter into Contracts for JOC Hazmat Abatement Services for the 2021 Capital Improvement Program

HOC Hazmat

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

The meeting was recessed at 10:00 p.m. to move into Executive Session.

19. 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. Consultation with District Legal Counsel Regarding Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21, and Offer of Resolution

- 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 Purchasing

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

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

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

The meeting was reconvened at 11:29 p.m.

21. ACCEPT CONSENT AGENDA (S and P).

Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve Consent Agenda with the Exception of the following Consent Agenda Items, which were moved to Action Items for separate votes:

17.B.6. *Approve Purchase of Property, Boiler and Machinery, Participation (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles*

17.B.7. *Approve Purchase of Touchless Water Fountains*

17.B.8. *Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service*

17.B.10. *Approve Purchase of Marketing Services*

17.C. *Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students..*

The motion was unanimously approved.

Anne Darr abstained from voting Consent Agenda Item 17.B.11. *Approve Purchase of the Curriculum Support Package of the Texas Essential Knowledge and Skills (TEKS) Resource Subscription Through Region 11 for the 2022 - 2023 School Year* due to employment.

22. ACTION ITEMS (S and P)

A. Item/Items Removed from Consent Agenda

17.B.6. Approve Purchase of Property, Boiler and Machinery, Participation (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles

Before action was taken, Michael Ryan asked for clarification on this board item.

Motion was made by Michael Ryan, seconded by Tobi Jackson, to approve Purchase of Property, Boiler and Machinery, Participation (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and University Interscholastic League (UIL) Insurance with Girls Flag Football Policy; Approve Set Aside Reserves to Pay Deductibles.

The motion was unanimously approved.

17.B.7. Approve Purchase of Touchless Water Fountains

Motion was made by Anne Darr, seconded by Quinton Phillips, to approve Purchase of Touchless Water Fountains.

Before action was taken, Wallace Bridges, Michael Ryan, Anne Darr asked questions and made comments on this board item.

The motion was unanimously approved.

17.B.8. Approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service

Motion was made by Quinton Phillips, seconded by CJ Evans, to approve Purchase of Heating Ventilation and Air Conditioning (HVAC) Air Filter Replacement Service.

Before action was taken, Michael Ryan and President Jackson asked questions on this board item.

The motion was unanimously approved.

17.B.10. Purchase of Marketing Services

Motion was made by Quinton Phillips, seconded by Roxanne Martinez, to approve Purchase of Marketing Services.

Before action was taken, Michael Ryan and Camille Rodriguez asked a question on this board item.

The motion was approved.

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

No: CJ Evans, and Michael Ryan.

Approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students.

Motion was made by Anne Darr, seconded by CJ Evans, to approve Memorandum of Understanding with Texas Christian University (TCU) to Provide Literacy Conference for Fort Worth Independent School District Teachers and TCU Students..

Before action was taken, Michael Ryan and Anne Darr asked questions on this board item.

The motion was unanimously approved.

B. Personnel

1. Executive Director of Purchasing

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

The motion was unanimously approved.

Carmen Arrieta-Candelaria introduced the new Executive Director of Purchasing, Kelly Lewis, to the Board. Kelly Lewis made remarks.


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

No action was taken on this item.

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

No action was taken on this item.

- C. Approve Nomination for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position B

 TASB Board of Directors

President Jackson made the motion to Nominate Trustee Quinton Phillips to Serve on the Texas Association School Boards (TASB) Board of Directors for Region 11, Position B.

Motion was made by Tobi Jackson, seconded by CJ Evans, to approve Nominate Trustee Quinton Phillips to Serve on the Texas Association School Boards (TASB) Board of Directors for Region 11, Position B.

Anne Darr made comment before action was taken on this item.

The motion was unanimously approved.

- D. Approve Fort Worth Independent School District of Innovation Plan

 District of Innovation Plan

Motion was made by Michael Ryan, seconded by Anne Darr, to approve Fort Worth Independent School District of Innovation Plan.

The motion was unanimously approved.

- E. Approve 2022 - 2023 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team

 Budget for LAN

Motion was made by CJ Evans, seconded by Anne Darr, to approve 2022 - 2023 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team.

The motion was unanimously approved.


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

Board Counsel advises Board to Authorize the Administration to Take Action as Discussed in Closed Session.

Motion was made by Roxanne Martinez, seconded by Michael Ryan, to approve Action Discussed in Closed Session Regarding Resolution of Treger, et al. v. Fort Worth ISD, et al., Cause No. 141-327449-21.

The motion was unanimously approved.

G. Approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic

 Additional Paid Leave

Motion was made by Wallace Bridges, seconded by Anne Darr, to approve Resolution of the Fort Worth Independent School District Board of Trustees Granting Employees Additional Paid Leave Due to the COVID-19 Pandemic.

The motion was unanimously approved.

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

President Jackson and Anne Darr made comments.

25. ADJOURN (OTHER)

The meeting was adjourned at 11:57 p.m.

/s/ Christian Alvarado  
Board of Education

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

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 2022**

**TOPIC:       APPROVE PURCHASE OF FIRE SPRINKLER SYSTEM INSPECTION SERVICES**

**BACKGROUND:**

Fire sprinkler systems at campuses require regular inspections. Inspections must be completed by licensed technicians to maintain safety standards and meet requirements. This request includes inspection costs from July 2022 through June 2023 and contingency for fire sprinkler system repairs. The cost includes contingency.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Fire Sprinkler System Inspection Services
2. Decline to Approve Purchase of Fire Sprinkler System Inspection Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Fire Sprinkler System Inspection Services

**FUNDING SOURCE:        Additional Details**

General Fund	199-51-6249-810-999-99-427-000000
	199-11-6249-810-XXX-11-427-000000

**COST:**

Not to Exceed - \$113,107 (*Includes \$50,000 Contingency*)  
(*Quoted Amount: \$63,107*)



**VENDOR:**

Western States Fire Protection

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 20-067

Number of Bid/Proposals received: 7

HUB Firms: 0

Compliant Bids: 7

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

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

District - Wide

**RATIONALE:**

Inspections of fire sprinkler systems are needed for campus safety and to meet requirements.

**INFORMATION SOURCE:**

Marlon Shears



# Proposal

## RFP 20-067

**DATE: 7-11-2022**

**To: FORT WORTH ISD**

**Ph: Fax:**

**Attn: RANDY LOFTIN**

**Project: ANNUAL FIRE SPRINKLER AND BACK FLOW INSPECTION FROM JULY 1<sup>ST</sup> 2022 TO JUNE 30<sup>TH</sup> 2023**

Western States Fire Protection is pleased to submit our proposal to perform the Annual Fire Sprinkler and Backflow inspection for the schools listed below. Our price is inclusive of all labor, material, supervision, design, permit, administration and the like necessary to complete the project. Please read the scope and exclusionary clauses carefully.

### **SCOPE OF WORK:**

#### **JULY 1<sup>ST</sup> 2022 - \$3,520.00**

- WESTERN HILLS HS - \$1,430.00
- WESTPARK ES - \$357.50
- BENBROOK MS BLDG - \$275.00
- BENBROOK MS - \$742.50
- BENBROOK ES - \$715.00

#### **AUGUST 1<sup>ST</sup> 2022 - \$7,980.50**

- APPLIED LEARNING - \$1,650.00
- SERVICE CENTER IV - \$1,017.50
- DAGGETT - \$1,177.00
- MCCLUNG MS - \$759.00
- WM GREEN ES - \$913.00
- GREENBRIAR ES - \$390.50
- RICHARD WILSON ES - \$566.50
- RIDGLEA HILLS ES - \$566.50
- WJ TURNER ES - \$374.00
- WILLIAM JAMES MS - \$192.50
- J MARTIN JACQUET - \$374.00

#### **SEPTEMBER 1<sup>ST</sup> 2022 - \$9,729.50**

- IM TERRELL ES - \$1,408.00
- WAVERLY PARK ES - \$374.00
- WESTERN HILLS ES - \$374.00
- WEDGEWOOD 6<sup>TH</sup> - \$291.50
- MIDDLE LEVEL - \$374.00
- DAGGETT MS - \$440.00
- MCLEAN MS - \$566.50
- ROSEMONT MS - \$374.00
- LILY B CLAYTON - \$374.00
- DAGGETT ES - \$566.50
- HUBBARD HEIGHTS - \$374.00
- SOUTH HI MOUNT ES - \$566.50
- FIRE STATION 10 - \$522.50
- ELDERS MS ANNEX - \$566.50
- EASTERN HILLS HS - \$1,391.50



# Western States Fire Protection Co.

2345 West Warrior Trail – Grand Prairie, Texas 75052  
(214) 634-7562 (214) 631-3547 FAX  
Cert. of Reg. SCR-0152

**Fire Protection Systems**  
Design • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

- CESAR CHAVEZ ES - \$566.50
- BONNIE BRAE ES - \$566.50

## **OCTOBER 1<sup>ST</sup> 2022 - \$5,692.50**

- WILKERSON - \$484.00
- DIAMOND HILL - \$1,336.50
- MG ELLIS ES - \$374.00
- MH MOORE ES - \$374.00
- MORNINGSIDE MS - \$748.00
- CARROLL PEAK ES - \$374.00
- D MCREA ES - \$374.00
- DUNBAR HS - \$577.50
- HARLEAN BEAL ES - \$484.00
- GLEN PARK ES - \$566.50

## **DECEMBER 1<sup>ST</sup> 2022 - \$2,310.00**

- PROFESSIONAL DEVELOPMENT - \$605.00
- CARTER PARK ES - \$390.50
- GEORGE CLARKE ES - \$566.50
- DIAMOND HILLS ES - \$748.00

## **JANUARY 1<sup>ST</sup> 2023 - \$10,158.50**

- SOUTH HILLS HS - \$847.00
- SOUTH HILLS ES - \$550.00
- MONNIG MS - \$374.00
- POLYTECHNIC HS - \$366.50
- TRIMBLE TECH HS - \$550.00
- WORLD LANGUAGES - \$390.50
- ML PHILLIPS ES - \$390.50
- LUELLA MERRETT ES - \$731.50
- SAM ROSEN ES - \$566.50
- SAGAMORE ES - \$390.50
- SPRINGDALE ES - \$374.00
- TANGLEWOOD ES - \$357.50
- MEACHAM MS - \$473.00
- SOUTHWEST HS - \$1,325.50
- PASHAL HS - \$1,122.00
- RIVERSIDE MS - \$583.00
- GLENCREST 6<sup>TH</sup> - \$566.50

## **MARCH 1<sup>ST</sup> 2023 - \$1,435.50**

- ROSEMONT ES - \$1,061.50
- WASHINGTON HEIGHTS - \$374.00

## **APRIL 1<sup>ST</sup> 2023 - \$6,776.00**

- ATWOOD - \$374.00
- MCLEAN 6<sup>TH</sup> GRADE CAMPUS - \$566.50
- RIVERSIDE APPLIED LEARNING CENTER - \$357.50
- CLIFFORD DAVIS ES - \$748.00
- WEDGEWOOD MS - \$357.50
- WOODWAY ES - \$357.50
- WORTH HEIGHTS ES - \$357.50
- ALICE CONTRERAS - \$550.00
- WESTERN HILLS PR - \$698.50
- YOUNG MEN LA - \$1,144.00
- JOHN T WHITE ES - \$550.00



# Western States Fire Protection Co.

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(214) 634-7562 (214) 631-3547 FAX  
Cert. of Reg. SCR-0152

**Fire Protection Systems**  
Design • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

- BRUCE SHULKEY ES - \$357.50
- OAKLAWN ES - \$357.50

**May 31, 2023 - \$12,287.00**

- VAN ZANDT-GUINN - \$374.00
- KIRKPATRICK ES - \$374.00
- KIRKPATRICK MS - \$374.00
- SUNRISE-MCMILLIAN - \$374.00
- DUNBAR HS - \$577.50
- CHRISTINE MOSS ES - \$566.50
- MAUDE LOGAN ES - \$566.50
- BILL J ELLIOT ES - \$473.00
- LOWERY ROAD ES - \$363.00
- WEST HANDLEY ES - \$830.50
- NORTHSIDE HS - \$1,259.50
- SERVICE CENTER - \$577.50
- DOLORES HUERTA - \$374.00
- HANDLEY MS - \$390.50
- OD WYATT HS - \$1,518.00
- EASTERN HILLS ES - \$374.00
- EAST HANDLEY ES - \$555.50
- MEADOWBROOK ES - \$374.00
- SEMINARY HILLS - \$869.00
- OAKHURST ES - \$374.00
- CARTER-RIVERSIDE - \$748.00

**JUNE 30TH 2023 - \$3,217.50**

- ARLINGTON - \$940.50
- HAZEL HARVEY - \$1,133.00
- YOUNG WOMENS LA - \$1,144.00

**Total Base Bid (Excluding all taxes):.....\$63,107.00**

*This proposal is valid for 30 days upon which it becomes subject to review and amendment.*



# Western States Fire Protection Co.

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(214) 634-7562 (214) 631-3547 FAX  
Cert. of Reg. SCR-0152

**Fire Protection Systems**  
Design • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

## EXCLUSIONS:

- Responsibility for the Integrity of existing system piping, devices or components.
- Relocation of existing sprinkler mains or branch lines that may conflict with added or relocated lights, ductwork, diffusers, etc.
- Sprinkler protection at demising wall(s) in adjacent tenant space(s).
- System shut down fees (if applicable).
- Concealed sprinklers.
- Painting, patching or protection of devices or components from painting.
- Underground Piping, Excavation.
- Painting of fire sprinkler pipe.
- Overtime, weekend, shift or premium hours.
- Bond (quoted upon request).
- Multiple mobilizations (unless previously agreed).
- Excessive delays due to poor system drainage.
- Pre-action, gas systems.

## CLARIFICATIONS:

- Price is based on CAD files being available at no cost to WSFP.
- All work per NFPA-13 standards.
- Our normal work hours are M-F, 7:00am until 3:30pm
- All ceilings are to remain open until overhead inspection is completed and approved by Authority Having Jurisdiction.
- Customer is responsible for removing and replacing ceiling tiles.
- Customer is responsible for scheduling shut down of system with owner/owners agent and central station monitoring company.
- Customer is responsible for securing and maintaining existing or provided escutcheons.
- All taxes are excluded from base bid. To be billed as separate line item on invoice.
- Price is predicated on reasonable access, parking, and staging area for tools and materials in close proximity to work area.

**Nicholas Bourzikas**  
**Western States Fire Protection Company**  
**Sales / Estimating**  
**469-628-4666**



# Western States Fire Protection Co.

2345 West Warrior Trail – Grand Prairie, Texas 75052  
(214) 634-7562 (214) 631-3547 FAX  
Cert. of Reg. SCR-0152

**Fire Protection Systems**  
Design • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

## TERMS AND CONDITIONS

**The Work Authorization, together with these Terms and Conditions, constituted the entire agreement (“Agreement”) of the parties.**

1. This Agreement is for work performed on this Work Authorization only. If Customer wants WESTERN STATES FIRE PROTECTION or any of its Divisions (ADVANCED FIRE PROTECTION, MAINLINE FIRE PROTECTION, NATIONAL FIRE SUPPRESSION, STATEWIDE FIRE PROTECTION, API SYSTEM INTEGRATORS, OMLID & SWINNEY FIRE PROTECTION & SECURITY, SIGNAL ONE FIRE AND COMMUNICATION) hereafter “Company”, to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties. Company is responsible for the new work only. Testing required of the old or existing fire protection system will be done as an additional charge unless otherwise specified.

2. The Company does not know and does not represent that the current fire protection system on the property of Customer (“Property”) was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property may have been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property’s use such that the fire protection system is adequate, insufficient or unsuitable for the Property. Customer assumes full responsibility for the condition of existing equipment and for water and other damage resulting directly or indirectly from such condition or application of test or flushing pressures.

**The Company is NOT responsible for any damages due to: (1) incompatibility of materials within or external to CPVC piping system placed by others, or, (2) corrosion or deterioration of piping due to Customer’s water supply, atmospheric conditions, soil quality, or any other condition at Customer’s facility that adversely affects the integrity of the fire protection system.**

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement. Company warrants all material furnished hereunder to be free from defects in workmanship and materials provided Customer notifies Company in writing of such defect within Ninety (90) days from acceptance of the work. Company’s sole obligation on any warranty claim is limited to replacement or repair of the defective part or material. No other express warranty is given and no affirmation of “Western States Fire Protection Company” by words or actions shall constitute a warranty. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY’S FEES, (HEREINAFTER REFERRED TO AS “DAMAGES”) ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF CUSTOMER.**

**5. IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER’S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER’S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY’S FEES, (HEREINAFTER REFERRED TO AS “DAMAGES”), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY**



# Western States Fire Protection Co.

2345 West Warrior Trail – Grand Prairie, Texas 75052  
(214) 634-7562 (214) 631-3547 FAX  
Cert. of Reg. SCR-0152

**Fire Protection Systems**  
Design • Fabrication • Installation  
Commercial • Industrial • Residential • Institutional  
Special Hazards • High Tech • Defense • Hangars  
Retrofit • Service • Inspection • Maintenance

**OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH “DAMAGES” ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.**

**6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.**

7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer’s responsibility to provide sufficient and readily accessible means to accept the flow of water that may be required by tests as determined by the type of inspection. Customer is to provide any interim or temporary fire protection required during shutdown of existing fire protection system.

8. This Agreement may not be assigned by Customer without the written consent of the Company.

9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.

10. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer’s receipt of an invoice for the work, Customer shall pay an interest at the rate of 1 1/2% per month on all past due sums, together with all costs of collection, including attorney’s fees.

11. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.

12. “Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (WSFP) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.”

## ACCEPTANCE OF CONTRACT/PROPOSAL

THE ABOVE PROPOSAL AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner Representative

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**      **APPROVE PURCHASE OF FIRE SAFETY SYSTEM REPLACEMENT FOR THE PHALEN LEADERSHIP ACADEMY AT J. MARTIN JACQUET MIDDLE SCHOOL**

**BACKGROUND:**

Fire alarm systems are critical life safety equipment for schools. The fire alarm equipment at Jacquet Middle School is outdated and requires replacement. This request includes equipment, materials, and installation services for a complete fire safety system replacement at this campus.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Fire Safety System Replacement for the Phalen Leadership Academy at J. Martin Jacquet Middle School
2. Decline to Approve Purchase of Fire Safety System Replacement for the Phalen Leadership Academy at J. Martin Jacquet Middle School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

TRE                              198-11-6299-810-059-11-423-000000

**COST:**

\$166,250



**VENDOR:**

Texas Fire and Sound

**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 Buy Board Contract 654-21. Supporting documentation is attached. The recommended vendor is listed above.

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

The Phalen Leadership Academy at Jacquet Middle School

**RATIONALE:**

This purchase provides the required fire safety equipment for this campus.

**INFORMATION SOURCE:**

Marlon Shears

# TEXAS FIRE & SOUND

“Serving the great State of Texas”

Dallas • Denver • Houston • Ft. Worth • Austin • San Antonio

833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

## Addressable Silent Knight 6820EVS Proposal

Project : Martin Jacquet Middle School  
Proposal : 2202.9933.005  
Date : 05/17/2022

Attn: FWISD (Randy Loftin)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

**TOTAL PRICE (SALES TAX IS EXCLUDED) ..... \$ 166,250.00**  
**Total Sum of One Hundred Sixty-Six Thousand Two Hundred Fifty & 00/100**

**All conduit and standard back boxes are Included and shall be provided and installed by TFS.**

This proposal does not include procurement or coordination of monitoring service for the fire alarm system. Texas Fire & Sound can provide these services under a separate agreement.

### **SCOPE OF WORK TEXAS FIRE & SOUND:**

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed within conduit, in all inaccessible locations, inside concealed walls, all mechanical/electrical and other utility rooms, and other areas where wiring might be exposed and subject to damage.

**Schedule:** This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : Martin Jacquet Middle School

Proposal:2202.9933.005

Date : 05/17/2022

**EXCLUSIONS:**

1. Sales Tax
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. Installation of duct detector housing(s) shall be provided by others at no cost to TFS. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
4. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
5. Any X-ray and/or core drilling operation, and underground trenching
6. Floor penetrations from level to level and all fire rated assemblies
7. Penetration of load bearing structural elements
8. Any required fire rated assemblies and access doors
9. Adequate structural capacity to support equipment
10. Wire-mold and/or exterior wire routing materials
11. Damage caused by other trades during construction
12. Electrical work (above 24 volts)
13. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
14. Rough in materials and labor (Conduit, back boxes & raceway)
15. Bid, Performance or Payment bonds
16. Fire Stopping

**INCLUSIONS:**

1. CO Detection in all Classrooms and areas containing gas
2. Voice evacuation
3. Conduit & Backboxes as required
4. Demo of existing system
5. Labor & materials to install the proposed equipment unless excluded otherwise herein
6. Project management
7. Field Drawings
8. Permit fees
9. System testing
10. Inspection with the AHJ
11. Training
12. One Year Warranty on Parts and Labor

**SPECIAL CONDITIONS:**

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD \*.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

**This proposal is valid for (90) Ninety days from the date on this proposal.**

Project : Martin Jacquet Middle School  
 Proposal : 2202.9933.005  
 Date : 05/17/2022

**PROPOSAL NOTES:**

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

***Dan Blanton***  
 Sr. Sales Account Manager  
 Email: [Txfsales03@txfs.us](mailto:Txfsales03@txfs.us)  
 Direct: (972) 998-7614

<b>Client Company:</b> _____	<b>Company</b> : Texas Fire & Sound
<b>Client Signature:</b> _____	<b>Auth. TFS Officer:</b> _____
<b>Print Name</b> : _____	<b>Print Name</b> : _____
<b>Title</b> : _____	<b>Title Date</b> : _____
<b>Date:</b> _____	<b>Date:</b> _____

**THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.**

**TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)**

# TEXAS FIRE & SOUND

*"Protecting What You Value Most"*

Dallas • Fort Worth • Houston • Austin • San Antonio • Denver

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ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

## LINE CARD

Texas Fire & Sound, a 40-year-old company, with hundreds of years of combined experience is a recognized leader in the Life Safety Industry. We have the experience to design, install, monitor, and service systems that will provide the user with the highest level of confidence as well as post installation services which are essential in today's changing Commercial and Industrial environment.

Specializing in Design Bid/Design-Build on new projects, existing system upgrades, tenant improvements, single or multi-story buildings, Texas Fire & Sound offers all phases of Life Safety and Security at professional and competitive pricing.

### OUR SERVICES INCLUDE:

- ❖ FIRE ALARM
- ❖ VOICE – MASS NOTIFICATION
- ❖ BDA/DAS/ERRCS
- ❖ FIRE SPRINKLER – NEW/ADD/ALT/DEMO
- ❖ FIRE PUMPS
- ❖ FIRE EXTINGUISHERS
- ❖ LONG RANGE RADIO COMMUNICATIONS
- ❖ 24 HOUR "LIVE" ON-CALL SERVICE/REPAIR
- ❖ KITCHEN HOOD SUPPRESSION
- ❖ SECURITY
- ❖ SMOKE CONTROL
- ❖ CLOSED CIRCUIT TELEVISION
- ❖ ACCESS CONTROL
- ❖ BACKFLOW PREVENTORS
- ❖ 24 HOUR MONITORING
- ❖ FM-200 SYSTEMS
- ❖ TEST & INSPECTION
- ❖ NURSE CALL
- ❖ INTERCOM/PA
- ❖ AUDIO/VIDEO

### OUR MANUFACTURER & SUPPLIER PARTNERS INCLUDE:

#### FIRE ALARM

- GAMEWELL/FCI
- IFP by Honeywell
- HOCHIKI
- HARRINGTON
- SILENT KNIGHT
- VESDA
- POTTER

#### ACCESS CONTROL

- HONEYWELL
- NETACCESS CONTROLS
- VEREX
- CONTINENTAL ACCESS CONTROL

#### SUPPRESSION

- PYRO-CHEM
- ANSUL
- FM-200

#### SMOKE CONTROL SYSTEMS

- GAMEWELL/FCI
- IFP by Honeywell
- KIRKLAND

#### CLOSED CIRCUIT TELEVISION

- HONEYWELL
- PANASONIC
- COSTAR VIDEO SYSTEMS

#### COMMUNICATIONS

- AES LONG RANGE RADIO
- IP
- DIGITAL
- BDA/DAS/ERRCS

#### BUILDING INTEGRATION

- HONEYWELL BIS
- BOSCH BIS

#### MONITORING

- FIRE ALARM
- SECURITY/BURGLAR
- PROCESS CONTROLS
- CCTV

#### SECURITY SYSTEMS

- HONEYWELL VISTA
- DSC
- NAPCO

#### NURSE CALL – DOOR ENTRY

- AIPHONE
- TEK-TONE

#### VOICE – MASS NOTIFICATION

- GAMEWELL/FCI
- COOPER-WHEELOCK

#### AUDIO-VIDEO

- BOGEN
- EXTRON
- JBL/DA-LITE

#### ENGINEERING & DESIGN

- CAD DESIGN & DRAFTING
- NICET CERTIFIED
- PE STAMP
- FCC LICENSED

Fire Alarm • Access Control • Burglar Alarm • CCTV • Integrated Systems  
Extinguishers • Sprinkler • Suppression • Backflow Devices • Hoods • Fire Pumps



## Vendor Contract Information Summary

Vendor Name Texas Fire & Sound  
Contact Karina Batrez  
Phone Number 8329770671  
Email admin.support@txfs.us  
Website www.txfs.us  
Federal ID 47-1080249  
Accepts RFQs Yes  
Address Line 1 10451 Brockwood Road  
Vendor City Dallas  
Vendor Zip 75238  
Vendor State TX  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Pre-paid and added to invoice  
Ship Via Common Carrier  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned No  
Women Owned No  
Is National Yes  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served 3, 4, 5, 6, 10, 11, 12, 13, 20  
States Served Texas  
Contract Name Fire and Security Systems and Monitoring Services  
Contract # 654-21  
Effective Date 12/01/2021  
Expiration Date 11/30/2024  
Quote Reference Number 654-21  
Additional Dealers Texas Fire & Sound locations in: Cypress TX, Fort Worth TX

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 2022**

**TOPIC:       APPROVE PURCHASE OF SERVICES AND PARTS FOR ANNUAL FIRE SUPPRESSION SYSTEMS INSPECTIONS AND MAINTENANCE**

**BACKGROUND:**

The District maintains fire suppression systems at schools and administrative locations that require annual inspections and maintenance. Kitchen hood systems require inspections and maintenance twice per calendar year. Fire extinguishers at all locations must be inspected to maintain safety requirements. The amount requested for approval includes contingency for maintenance and repair work needed as identified by the equipment inspections.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Services and Parts for Annual Fire Suppression Systems Inspections and Maintenance
2. Decline to Approve Purchase of Services and Parts for Annual Fire Suppression Systems Inspections and Maintenance
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:       *Additional Details***

General Fund                   199-51-6249-810-999-99-427-000000

**COST:**

Not-to-Exceed - \$94,000

**VENDOR:**

Summit Companies

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Education Purchasing Cooperative of North Texas - Contract Denton ISD RFP 1907-14 Addendum 3. 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:**

Inspection and maintenance of fire suppression systems are required to meet regulatory requirements.

**INFORMATION SOURCE:**

Marlon Shears





June 15, 2022

Fort Worth ISD

Attn: Randy Loftin

100 N. University, Ste. #NW140-F

Fort Worth, TX 75107

Phone: 817-871-2662

Email: [randy.loftin@fwisd.org](mailto:randy.loftin@fwisd.org)

Subject: Budget quote for fire suppression for all schools:

**RFP 1907-14. Fiscal Year July 1<sup>st</sup> 2022 thru June 30, 2023**

<b>Kitchen Hood Systems inspections (all schools)</b>	<b>\$ 67.50 ea.</b>
<b>Fusible Links replaced</b>	<b>\$ 12.00 ea.</b>
<b>Cartridges replaced (as needed)</b>	<b>\$ 22.50 ea.</b>
<b>Nozzle caps replaced (as needed)</b>	<b>\$ 6.50 ea.</b>

**Fire systems serviced in June & December for all schools:**

173 - Semi-annual inspections of kitchen fire suppression systems @ \$67.50 ea.	\$11,677.50
567 - fusible link detectors replaced @ \$12.00 ea.	<u>\$ 6,804.00</u>
Ea. Semi-annual inspection total (June/Dec) : \$18,481.50	

\*\*\*Above price does not include additional nozzle caps or CO2 Cartridges that may be required\*\*

Best regards,

*Dee Cook*

Summit Fire & Security

1203 S. 2<sup>nd</sup> Avenue

Mansfield, TX 76063

Office: 817-842-1220

[DCook@Summitfire@security.com](mailto:DCook@Summitfire@security.com)



June15, 2022

Fort Worth ISD

Attn: Randy Loftin

100 N. University, Ste. #NW140-F

Fort Worth, TX 75107

Phone: 817-871-2662

Email: [randy.loftin@fwisd.org](mailto:randy.loftin@fwisd.org)

Subject: Budget quote for fire suppression systems and extinguishers:  
**RFP 1907-14. Fiscal Year July 1<sup>st</sup> 2022 thru June 30, 2023**

**New pricing as follows:**

Annual inspections of fire extinguishers:	\$ 5.00 ea.
5# ABC extinguishers. 6 year maint./recharge	\$20.50 ea.
10# ABC extinguishers. 6 year maint./ recharge	\$28.50 ea.
Above extinguishers, 12 yr. maint. / hydrotest	\$34.50 ea (+ above recharge)
K-Class extinguishers, recharged	\$145.00 ea.
K-Class extinguishers, 5 year maint./ hydrotest	\$ 29.50 ea. (+ above recharge)
<b>Extinguishers parts replaced as needed:</b>	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in January: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#169	Sunrise Elem.	22	\$210.00
#160	Walton Elem.	24	\$215.00
#206	B.J. Elliott Elem.	18	\$150.00
#110	Peak Elem.	19	\$160.00
#207	Westpark Elem.	24	\$120.00
#144	Mitchell Elem.	18	\$150.00
#150	Oakhurst Elem.	24	\$215.00
#107	Burton Hill Elem.	25	\$220.00
#46	Y.M.L.A.	43	\$400.00
#81	Y.W.L.A.	24	\$150.00
#227	Dolores Hurta Elem.	20	\$460.00

Pg. 1 of 2



Pg. 2 of 2

#004	Diamond Hill H.S.	62	\$750.00
#103	Benbrook Elem.	19	\$160.00
#062	Int'l New Comers Acad.	25	\$220.00
#121	De Zavala Elem.	22	<u>\$210.00</u>
January Estimated Budget for Extinguishers (including recharges)			\$3790.00

Best regards,

*Dee Cook*

Summit Fire & Security  
1203 S. 2<sup>nd</sup> Avenue  
Mansfield, TX 76063  
Office: 817-842-1220  
DCook@Summitfire@security.com



June15, 2022

Fort Worth ISD

Attn: Randy Loftin

100 N. University, Ste. #NW140-F

Fort Worth, TX 75107

Phone: 817-871-2662

Email: [randy.loftin@fwisd.org](mailto:randy.loftin@fwisd.org)

Subject: Budget quote for fire suppression systems and extinguishers:  
**RFP 1907-14. Fiscal Year July 1<sup>st</sup> 2022 thru June 30, 2023**

**New pricing as follows:**

Annual inspections of fire extinguishers:	\$ 5.00 ea.
5# ABC extinguishers. 6 year maint./recharge	\$20.50 ea.
10# ABC extinguishers. 6 year maint./ recharge	\$28.50 ea.
Above extinguishers, 12 yr. maint. / hydrotest	\$34.50 ea (+ above recharge)
K-Class extinguishers, recharged	\$145.00 ea.
K-Class extinguishers, 5 year maint./ hydrotest	\$ 29.50 ea. (+ above recharge)
Extinguishers parts replaced as needed:	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in February: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#226	Seminary Hills Elem.	17	\$360.00
#047	Handley M.S.	38	\$330.00
#105	West Handley Elem.	16	\$140.00
#111	Carter Park Elem.	32	\$350.00
#070	McClung M.S.	64	\$1200.00
#123	Dllo Elem.	23	\$225.00
#152	Oaklawn Elem.	25	\$250.00
#163	Bruce Shulkey Elem.	18	\$150.00
#221	Western Hills Primary	21	\$220.00
#063	Como Montessori	20	\$200.00



Pg. 2 of 2

#84	World Language Inst.	21	\$220.00
#224	M.G. Ellis Elem.	25	\$250.00
#87	I.M. Terrell Academy	53	\$515.00
**	Teaching & Learning Ctr	12	\$ 90.00
February Estimated Budget for Extinguishers (including recharges)			\$4500.00

Best regards,

*Dee Cook*

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Extinguishers parts replaced as needed:	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in March: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#177	Westcliff Elem.	25	\$265.00
#184	Worth Heights Elem.	24	\$250.00
#216	Woodbury Elem.	16	\$140.00
#154	Phillips Elem.	20	\$200.00
#186	Sellers Elem.	22	\$225.00
#16	O.D. Wyatt H.S.	86	\$1,000.00
#53	Manning M.S.	38	\$400.00
#101	Carlson Elem.	20	\$200.00
#120	Mendoza Elem.	18	\$180.00

Pg. 1 of 2



Pg. 2 of 2

March Estimated Budget for Extinguishers (including recharges)      \$2860.00

Best regards,

*Dee Cook*

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June15, 2022

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<b>Extinguishers parts replaced as needed:</b>	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in April: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#008	Northside H.S.	89	\$1,100.00
#026	Jo Kelly School	19	\$150.00
#43	Wedgewood 6 <sup>th</sup> Grade	27	\$275.00
#54	Morningside M.S.	49	\$600.00
#118	Peace Elem.	14	\$450.00
#127	Moss Elem.	23	\$225.00
#147	Morningside Elem.	29	\$400.00
#176	Waverly Park Elem.	30	\$420.00
#194	Daggett Montessori	39	\$400.00

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#156	Ridglea Elem.	20	\$320.00
#141	Meadowbrook Elem.	33	\$360.00
#188	McDonald Elem.	22	\$220.00

April Estimated Budget for Extinguishers (including recharges) \$4,920.00

Best regards,

*Dee Cook*

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1203 S. 2<sup>nd</sup> Avenue  
Mansfield, TX 76063  
Office: 817-842-1220  
DCook@Summitfire@security.com



June 15, 2022

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 Email: [randy.loftin@fwisd.org](mailto:randy.loftin@fwisd.org)

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**RFP 1907-14. Fiscal Year July 1<sup>st</sup> 2022 thru June 30, 2023**

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Extinguishers parts replaced as needed:	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in May: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#15	Western Hills H.S.	65	\$750.00
#64	Glencrest 6 <sup>th</sup> Grade	33	\$350.00
#134	Greenbriar Elem.	30	\$300.00
#138	Helbing Elem.	18	\$160.00
#143	McRae Elem.	25	\$250.00
#153	Pate Elem.	22	\$230.00
#162	Sagamore Elem.	27	\$250.00
#167	South Hills Elem.	29	\$320.00
#208	Sims Elem.	19	\$200.00

Pg. 1 of 2



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#222	Davis Elem.	28	\$275.00
#45	Forest Oak M.S.	36	\$400.00
#67	Rosemount 6 <sup>th</sup> Grade	32	\$360.00
#69	McLean 6 <sup>th</sup> Grade	33	\$360.00
#57	Rosemount M.S. West	49	\$515.00
#229	Overton Park Elem.	15	\$75.00

May Estimated Budget for Extinguishers (including recharges) \$4,795.00

Best regards,

*Dee Cook*

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June 15, 2022

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K-Class extinguishers, 5 year maint./ hydrotest	\$ 29.50 ea. (+ above recharge)
Extinguishers parts replaced as needed:	
Valve Stems	\$ 9.95 ea.
O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in August: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#51	Meacham M.S.	40	\$350.00
#161	Rosen Elem.	36	\$450.00
#225	Brae Elem.	16	\$150.00
#139	Kirkpatrick Elem.	28	\$350.00
#071	Benbrook MS / HS	61	\$750.00
#061	Leonard M.S.	52	\$515.00
#104	Boulevard Heights Elam	28	\$250.00
#058	Stripling M.S.	33	\$400.00
#125	Eastern Hills Elem.	22	\$220.00

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#006	Eastern Hills H.S.	75	\$900.00
#56	Riverside M.S.	57	\$750.00
#48	James M.S.	54	\$700.00
#137	Hubbard Heights Elem.	33	\$400.00
#60	Wedgewood M.S.	47	\$600.00
#119	Daggett Elem.	28	\$250.00
#52	Meadowbrook M.S.	58	\$700.00
#727	Administration Bldg.	52	\$515.00
#115	Clarke Elem.	26	\$250.00
#42	Daggett M.S.	36	\$450.00

August Estimated Budget for Extinguishers (including recharges) \$8,950.00

Best regards,

*Dee Cook*

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Mansfield, TX 76063  
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June 15, 2022

Fort Worth ISD

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O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in September: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#11	Trimble Tech H.S.	122	\$1,300.00
#14	Southwest H.S.	82	\$1,100.00
#180	Western Hills Elem.	41	\$350.00
#5	Dunbar H.S.	59	\$950.00
#10	Paschal H.S.	102	\$1,200.00
#148	Nash Elem.	20	\$200.00
#117	Como Elem.	26	\$275.00
#44	Elder M.S.	64	\$820.00
#178	West Creek Elem.	23	\$225.00

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#2	Arlington Heights Elem.	96	\$1,200.00
#970	Service Center #111	42	\$600.00
#135	Van Zandt-Guinn Elem.	18	\$775.00
#9	Polytechnic H.S.	68	\$1,000.00

September Estimated Budget for Extinguishers (including recharges)      \$9,995.00

Best regards,

*Dee Cook*

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June15, 2022

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O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in October: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#57	Rosemount MS East	31	\$350.00
#705	P.D.C. Bldg.	28	\$275.00
#116	Clayton Elem.	22	\$225.00
#122	Diamond Hill Elem.	19	\$200.00
#175	Washington Elem.	14	\$100.00
#172	Turner Elem.	24	\$450.00
#190	Riverside A.L.C.	16	\$150.00
#132	Glen Park Elem.	36	\$400.00
#133	Green Elem.	34	\$375.00

Pg. 1 of 2





Pg. 2 of 2

#159	Williams Elem.	26	\$275.00
#168	Springdale Elem.	27	\$275.00
#151	Howell Elem.	23	\$250.00
#166	South Hi Mount Elem.	26	\$275.00
#149	North Hi Mount Elem.	29	\$350.00
#157	Merrett Elem.	28	\$350.00
#961	Service Center	28	\$350.00
#913	Billingsly Field House	6	\$60.00
#911	Farrington Field	15	\$145.00
#59	Jacquet M.S.	42	\$500.00
#114	Jara Elem.	20	\$225.00
#146	Moore Elem.	21	\$225.00
	Wilkerson-Greines A.C.	14	\$150.00
	Clark Field	19	\$250.00

October Estimated Budget for Extinguishers (including recharges)      \$6,205.00

Best regards,

*Dee Cook*

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O-Rings replaced	\$ 3.00 ea.
Kitchen Hood Systems inspections (all schools)	\$ 67.50 ea.
Fusible Links replaced	\$ 12.00 ea.
Cartridges replaced (as needed)	\$ 22.50 ea.
Nozzle caps replaced (as needed)	\$ 6.50 ea.

**Fire extinguishers serviced in November: for following schools:**

<u>School#</u>	<u>School</u>	<u># of fire extinguishers</u>	<u>Est. budget per school</u>
#001	Riverside H.S.	66	\$750.00
#003	South Hills H.S.	88	\$1,100.00
#49	Kirkpatrick M.S.	38	\$500.00
#50	McLean M.S.	47	\$750.00
#124	Logan Elem.	26	\$275.00
#126	Handley Elem.	26	\$275.00
#129	J.T. White Elem.	43	\$430.00
#130	Beal Elem.	24	\$275.00
#165	Wilson Elem.	31	\$300.00

Pg. 1 of 2



Pg. 2 of 2

#171	Tanglewood Elem.	19	\$200.00
#187	Stevens Elem.	18	\$200.00
#209	Briscoe Elem.	11	\$150.00
#219	Lowery Elem.	20	\$475.00
#220	Contrevas Elem.	31	\$300.00
#223	Chavez Elem.	20	\$220.00
#962	Maintenance Eastside	10	\$65.00

November Estimated Budget for Extinguishers (including recharges) \$6,265.00

Best regards,

*Dee Cook*

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Subject: Budget quote for fire suppression systems and extinguishers:  
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Semi-annual service of kitchen hood systems (Done in June)	\$18,481.50
Semi-annual service of kitchen hood systems (Done in December)	\$18,481.50
***this does not include nozzle caps or CO2 cartridges that may be needed**	
January List: Annual fire extinguisher service for all schools due:	\$ 3,790.00
February List: Annual fire extinguisher service for all schools due:	\$ 4,500.00
March List: Annual fire extinguisher service for all schools due:	\$ 2,860.00
April List: Annual fire extinguisher service for all schools due:	\$ 4,920.00
May List: Annual fire extinguisher service for all schools due:	\$ 4,795.00
**No fire extinguishers serviced in June & July.. Systems due**	
August List: Annual fire extinguisher service for all schools due:	\$ 8,950.00
September List: Annual fire extinguisher service for all schools due:	\$ 9,995.00
October List: Annual fire extinguisher service for all schools due:	\$ 6,205.00
November List: Annual fire extinguisher service for all schools due:	\$ 6,265.00
**No fire extinguisher serviced in December. Systems are due**	
Estimated budget for RFP 1907-14	\$89,243.00

Best regards,

*Dee Cook*

Summit Fire & Security

1203 S. 2<sup>nd</sup> Avenue

Mansfield, TX 76063

Office: 817-842-1220

[DCook@Summitfire@security.com](mailto:DCook@Summitfire@security.com)



## 1907-14 Addendum 3

### Kimbrough Fire Extinguisher Company Inc.

### Supplier Response

#### Event Information

Number: 1907-14 Addendum 3  
Title: Miscellaneous Services and Supplies  
Type: Request for Proposal  
Issue Date: 6/12/2019  
Deadline: 7/10/2019 02:00 PM (CT)  
Notes: Denton ISD is seeking vendors who can provide miscellaneous services and supplies to respond to this proposal, even if you are a sole source provider. This proposal will be awarded to multiple vendors.

If needed, an addendum will be issued after July 1, 2019 in response to questions submitted prior to the cut-off date.

Denton ISD anticipates submitting a recommendation for award to the Board of Trustees at the School Board Meeting scheduled for July 30, 2019.

\*\*\*Denton ISD will be closed each Friday from June 12, 2019 to July 10, 2019 / Additionally Denton ISD will be closed on Thursday, July 4, 2019\*\*\*

#### Contact Information

Contact: Barbara Hoyle  
Address: 1303 N. Elm St.  
Senior Buyer  
Denton, TX 76201  
Phone: (940) 369-0426  
Fax: (940) 304-3078  
Email: [bhoyle@dentonisd.org](mailto:bhoyle@dentonisd.org)

68

## Kimbrough Fire Extinguisher Company Inc. Information

Contact: Tim Koger  
Address: P.O. Box 13296  
Arlington, TX 76094-0296  
Phone: (817) 842-1220  
Fax: (817) 842-1230  
Toll Free: (866) 231-9998  
Email: [tim@kimbroughfire.com](mailto:tim@kimbroughfire.com)

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

Dee Cook

Signature

Submitted at 6/12/2019 12:40:34 PM

[dee@kimbroughfire.com](mailto:dee@kimbroughfire.com)

Email

## Supplier Note

Kimrough Fire Extinguisher Co., Inc. has serviced the hood systems for Denton ISD since 1990.

## Requested Attachments

### Conflict of Interest

Denton ISD - Conflict of Interest 2019.pdf

A blank form is located under the "Attachments Tab". Please complete form and upload as part of your proposal response.

### W-9

Denton ISD - W-9 2019.pdf

A blank form is located under the "Attachments Tab". Please complete form and upload as part of your proposal response.

### Certificate of Interested Parties (CIP Form 1295)

Denton ISD - Certificate of Interested Parties 2019.pdf

Certificate of Interested Parties (CIP Form 1295). The RFP number associated with this proposal opportunity should be entered as the contract number in your Form 1295. To access this form, please visit:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

### Insurance Certificate

Denton ISD - COI 2019.pdf

Please upload a current copy of our company's liability insurance.

### Worker's Compensation Insurance

Denton ISD - COI 2019.pdf

Please upload a current copy of your company's Worker's Compensation coverage

### SB9

Denton ISD - SB9.pdf

A blank form is located under the "Attachments Tab". Please complete form and upload as part of your proposal response.

### Volume Discount Schedule

No response

If applicable

### Warranty Information

No response

If applicable

### Set Fees

No response

If applicable

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**        **APPROVE PURCHASE OF A MARKETPLACE SOFTWARE**

**BACKGROUND:**

The software allows end users to shop in a single marketplace of approved suppliers. This marketplace will be especially helpful with purchases made with Federal funds such as Title 1 or the Elementary and Secondary School Emergency Relief (ESSER). Three (3) quotes are required when using Federal funds. The marketplace will allow the end user to input the products they need quotes for. The software will then scan through the marketplace and find the quotes needed. This will save the end user time as they will not need to contact the vendor to wait for the quote to provide documentation for compliance purposes. Additionally, the utilization of the software will result in cost savings as the District is able to review multiple price points for the same item instead of only looking at the mandatory minimum three (3) quotes. Only vendors awarded to cooperatives or local bids will be listed in the marketplace. The contract period will be from August 2, 2022, through August 1, 2025.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a Marketplace Software

**FUNDING SOURCE:**

***Additional Details:***

General Fund

199-41-6399-001-750-99-422-000000

**COST:**

Year One (1) Cost - \$61,320  
Years Two (2) and Three (3) Cost - \$48,320

**VENDOR:**

EqualLevel

**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 Allied States Cooperative – Region 19, Contract 19-7327. 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:**

The purchase of this software will make it easier for the end users to get the quotes needed in a timely manner, and facilitate the documentation of the three (3) quotes required when utilizing federal funds. Additionally, the utilization of the software will result in cost savings as the District is able to review multiple price points for the same item instead of only looking at the mandatory minimum three (3) quotes.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



# EqualLevel

## Quotation Summary

### Implementation and Training Cost

#### One Time Fee

Marketplace System Creation	Included
Integration with Munis	Included
Supplier Enablement – Unlimited Suppliers	Included
Single Sign On	Included
Marketplace Training	Included
<b>Total One Time Fee</b>	<b>\$13,000.00</b>

### Annual EqualLevel Cost

<b>Annual Cost Based on Student Population</b>	76,000	Students
Marketplace and ELSA Standard Pricing	\$1.14	
Marketplace and ELSA Pricing Discount –		
	\$0.62	\$47,120.00
<b>Total Shopping System</b>		
<b>Annual Support and Maintenance</b>		\$ 1,200.00
<b>Total Annual Cost</b>		<b>\$48,320.00</b>

### Optional Modules

<b>Optional Modules</b>	76,000	Students
e-Invoicing (Annual)	\$0.30	\$22,800.00
e-Invoicing (Annual) – Testing Environment		\$3,000.00
e-Invoicing(1-time) – Implementation		\$3,000.00
Analytics (Annual)		
	5 reports	\$1,800.00
	10 reports	\$3,000.00

**Pricing Notes:** The Annual license fee shall be held for 36 months and then will be subject to a cost of living increase of 5% over the prior year subscription fee.



**EDUCATION SERVICE CENTER REGION  
19 RFP AWARD SUMMARY**

**RFP TITLE:** Technology Software, Services and Related - ESC Region 19 Allied States Cooperative

**RFP NUMBER:** 19-7327

**RFP OPENING DATE:** December 18, 2018

**CONTRACT TERM:** Date of award until January 31, 2020 with the option to extend another four (4) years annually.  
**(Extended by Region 19 until January 31, 2021)**  
**(Extended by Region 19 until January 31, 2022)**  
**(Extended by Region 19 until January 31, 2023)**

**FUNDING SOURCE:** Various

**RFP's ISSUED:** 360

**RESPONSES:** 46

**ADVERTISEMENT DATES:** The El Paso Times - November 5 & 12, 2018  
Washington Post - November 5 & 12, 2018

**BOARD MEETING DATE:** March 28, 2019

**RECOMMENDED FOR AWARD:** Abacus Computers Inc. (HUB)  
AISYS Consulting, LLC (HUB)  
Anaca Technologies (dba Xello)  
~~BrightBytes Inc.~~ \*updated 5/13/22  
Currey Adkins, LP  
Decision Tree Inc. (HUB)  
~~Desert Communications, Inc, dba DCI Technology~~  
\*updated as of 02/01/2020  
Digital Enterprise International, Inc  
DynEd International Inc.  
EdSight, Inc.  
~~Education by Design, LLC dba School by Design Always Be Learning~~ \*as of 7/22/19  
~~Education Galaxy LLC Progress Learning LLC~~ \*updated 6/8/22  
Eduthings  
Electro Systems Engineers, Inc. (d.b.a. ESEI) (HUB)  
Encore Data Products. Inc  
EqualLevel, Inc.  
Evergreen Electronics, Inc. dba Discount PC  
~~Gear Roster, LLC~~ \*updated as of 02/01/2020  
Guardian 1 LLC  
Hi-Fidelity  
Jive Communications, Inc.  
LD Products, Inc.  
Learning List, LLC (HUB)  
~~Linder Consulting LLC (HUB)~~ \*updated as of 02/01/2020  
Mach B Technologies Inc.  
Mainline Information Systems, Inc.  
MobyMax  
Nepris, Inc.  
NWA3D, LLC  
Ontic Technologies  
Pfeiffer & Son, Ltd.  
~~Plan B Networks, Inc~~ \*effective 3/26/21

**RALLY! Education**  
**SHI Government Solutions (HUB)**  
**Southern Science Supply (HUB)**  
**Spectrum Technologies (HUB)**  
**TeacherPlanBook.com, Inc. \*updated as of 02/01/2020**  
**The Masser Group Inc. dba Masser Technologies (HUB)**  
**Troxell Communications, Inc. dba Summit Integration Systems**  
**US Computers, Inc**

**TOTAL (estimated)**

**\$ 100,000,000.00 / year**

**EXPLANATIONS:**

Award of this contract will enable ESC Region 19 Allied States Cooperative (ASC) members to procure a broad spectrum of IT products, services, software, warranties, and related technology as required during the term of the contract. In all instances, the vendors recommended for award have received an 80% or better during the evaluation process regarding the specific goods and/or services submitted for award consideration. A brief overview of award information is provided in this document for each vendor recommended regarding products, services, warranty information, contact information, and markets covered for this national contract. Elevated Solutions and Positive Promotions, Inc did not meet the scope of work and therefore were not considered for evaluation. Frog Street Press, LLC, IXL Learning, Inc., ProComputing Corporation, and Southern Computer Warehouse, Inc. after repeated attempts did not provide the required amount of references needed for evaluation and therefore were not considered for award.

**SPECIFICATIONS PROVIDED BY:** Royce Cleveland  
ESC Region 19 Purchasing Allied States Cooperative

**EVALUATION COMMITTEE:** Royce Cleveland  
ESC-Region 19 Purchasing Allied States Cooperative

Rebecca Hernandez  
ESC-Region 19 Purchasing Allied States Cooperative

Rena Lawrence  
ESC-Region 19 Purchasing Allied States Cooperative

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 2022**

**TOPIC:**        **APPROVE PURCHASE OF A NEW TEACHER CENTER COACHING MODEL TRAINING AND INFIELDCOACHING SUPPORT**

**BACKGROUND:**

Fort Worth ISD (FWISD) has invested in building the capacity of teachers to positively impact student achievement through a job-embedded instructional coaching model for the past three (3) years. Coaching training, forums for problems of practice, and in-field coaching has been provided through a contract with New Teacher Center (NTC). FWISD proposes to contract with NTC again to sustain the FWISD coaching model training and support. The entire purchase of New Teacher Center services will be paid through ESSER funds.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of a New Teacher Center Coaching Model Training and Infield Coaching Support
2. Decline to Approve Purchase of a New Teacher Center Coaching Model Training and Infield Coaching Support
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a New Teacher Center Coaching Model Training and Infield Coaching Support

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

ESSER Fund                    282-13-6299-INC-999-24-950-000155-22F32

**COST:**

\$138,500

**VENDOR:**

New Teacher Center

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-083-A

Number of Bid/Proposals received: 72

HUB Firms: 8

Compliant Bids: 72

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:**

***Elementary Campuses***

Benbrook	Glen Park	Luella Merrett	David K.Sellars
West Handley	W.M. Green	Versia Williams	J.T. Stevens
Burton Hill	Greenbriar	Maudrie M. Walton	Atwood McDonald
Elementary School	Van Zandt-Guinn	Sam Rosen	Bill J. Elliott
Carroll Peak	Hubbard Heights	Sagamore Hill	Westpark
Carter Park	H.V. Helbing	Bruce Shulkey	T.A. Sims
Manuel Jara	Kirkpatrick	Richard J. Wilson	Edward J. Briscoe
George C. Clarke	Meadowbrook	South Hi Mount	Woodway
Lily B. Clayton	D. Mcrae	South Hills	Lowery Road
Hazel Harvey Peace	M.H. Moore	Springdale	Alice Contreras
Daggett	Morningside	Sunrise-McMillan	Western Hills Primary
Rufino Mendoza	Charles Nash	Tanglewood	Clifford Davis
De Zavala	North Hi Mount	W.J. Turner	Cesar Chavez
Diamond Hill	Oakhurst	Washington Heights	Bonnie Brae
S.S. Dillow	Natha Howell	Waverly Park	Seminary Hills Park
Eastern Hills	Oaklawn	Westcliff	Dolores Huerta
East Handley	A.M. Pate	Westcreek	
Christene C. Moss	M.L. Phillips	Western Hills	
Harlean Beal	Ridglea Hills	Worth Heights	

***Secondary Campuses***

Carter-Riverside High School	South Hills High School	Diamond Hill-Jarvis High School	Dunbar High School
			Eastern Hills High School

North Side High School	J.P. Elder Middle School	Meadowbrook Middle School	Wedgwood Middle School
Polytechnic High School	William James Middle School	Monnig Middle School	Leonard Middle School
Southwest High School	Kirkpatrick Middle School	Morningside Middle School	McLean 6 <sup>th</sup> Grade
Western Hills High School	McLean Middle School	Riverside Middle School	Jean McClung Middle School
O.D. Wyatt High School	Meacham Middle School	Rosemont Middle School	Benbrook Middle School/High School
Daggett Middle School		Stripling Middle School	
Wedgwood 6 <sup>th</sup> Grade			

**RATIONALE:**

New Teacher Center (NTC) is a national non-profit organization whose mission is to improve student achievement by accelerating the development of teachers and school leaders through a systemic instructional mentoring model dedicated to improving student learning. Founded by teachers in 1998, NTC partners with over 300 school districts across the U.S. as well as the country of Singapore to build the capacity of their teacher leaders to become instructional mentors and coaches. NTCs goals are rooted in building the quality of partner organizations, such as FWISD, to sustain and support instructional coaching work long term. NTC tools align to the FWISD Instructional Framework and racial equity work. Services include differentiated professional development of coaches, coach leaders, and administrators, along with a sustainability plan.

**INFORMATION SOURCE:**

Marcey Sorensen

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 2022**

**TOPIC:       APPROVE PURCHASE OF A VISUAL ART DIGITAL PROFESSIONAL DEVELOPMENT PROGRAM**

**BACKGROUND:**

The resources provided by PRO Learning offers a personalized approach to support the wide-range of art courses offered and techniques required for appropriate instruction. The platform allows for targeted support for each individual Visual Arts teacher and the content they teach that cannot be duplicated by staff for 175 Art Educators.

Additionally, a large percentage of the District’s K-12 Visual Arts teachers have less than five (5) years teaching experience, earned a Studio Fine Arts degree, or obtained an alternative certification to teach. While these teachers’ individual techniques as artists may be strong, they lack the pedagogical skills to provide appropriate instructional strategies. The professional development program will assist in increasing classroom engagement, quality of instruction across the District, and more importantly, an increase in student achievement. Providing a consistent and uniform support system will increase student advancement in their area of art.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of a Visual Art Digital Professional Development Program
2. Decline the Approve Purchase of a Visual Art Digital Professional Development Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a Visual Art Digital Professional Development Program

**FUNDING SOURCE:       *Additional Details***

ESSER Fund                               282-13-6399-017-999-24-950-000150-22F32

**COST:**

\$103,859.70

**VENDOR:**

The Art of Education University

**PURCHASING MECHANISM:**

**RFP/BID/RFQ**

*Bid/Proposal Statistics*

Bid Number: 19-015-C

Number of Bid/Proposals received: 14

HUB Firms: 1

Compliant Bids: 14

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:**

Visual Arts Department

**RATIONALE:**

PRO Learning is an online platform specifically designed for art educators that exposes teachers to superior instructional practices offering growth and easy implementation to the classroom. Since first offering the PRO Learning platform in July of 2021, Fort Worth ISD Visual Arts teachers have engaged in 1,886 hours of professional development and 9,785 views of various art room techniques. PRO Learning will provide 137, one (1) year subscriptions for the 2022 - 2023 and 2023 - 2024 school years (137 each year). Specific professional development for the instructional techniques required of each variation of art course offered (22 high school courses alone) in the District cannot be duplicated by staff. The continuation of this resource will increase student engagement and teacher retention, while improving instructional delivery and student outcomes.

Beyond the 2022 - 2023 and 2023 - 2024 school years, the District expects a higher retention rate of Art teachers, as well as an increase in the number of master teachers who can provide professional development to their peers. Therefore, the District anticipates a reduction in the



number of subscriptions needed beyond this contract. Based on collected data from PRO Learning and the Art Department, remaining needs would be requested through General Funds as this level of support is more cost-effective than adding an additional coach or specialist.

**INFORMATION SOURCE:**

Marcey Sorensen



the art of education  
UNIVERSITY



PRO Learning

The only on-demand PD platform designed for K-12 art teachers.

# PRO Learning



## What is PRO Learning?

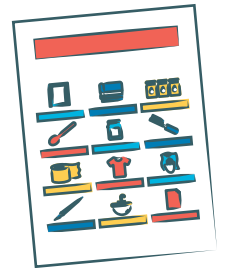
PRO is the only on-demand PD platform designed for K-12 art teachers. Hundreds of school districts across the country utilize PRO to give their visual arts team training, hands-on tutorials, and resources.



**EXPLORE:** Dive deep into your passions, or focus on learning new skills.

**ENHANCE:** Each Pack features proven strategies and real-world tactics to get the most from your students.

**EARN:** Automatically track PD hours earned for each Pack you complete.



# Relevant, Personalized PD for Every Visual Arts Team



## DELIVERS EQUITABLE PD OFFERINGS

In a recent survey of U.S. art teachers, 70% of respondents reported that they're not getting adequate personalized training at their school. PRO provides art teachers the PD they deserve.



## INCREASES STUDENT ACHIEVEMENT

It has been proven that the arts increase student achievement. PRO gives art teachers the best training possible so they can bring out the best performance in their students.



## TRANSLATES IMPORTANT SCHOOL INITIATIVES

Meeting common teaching standards can be a unique challenge in the art room. PRO serves as a standards translator for art teachers, providing proven steps for art-specific implementation.



## BUILDS ART TEACHER LEADERS

Society is demanding creative students who think outside the box. PRO gives art teachers the skills they need to lead the school in design thinking and project-based learning initiatives.



## BOOSTS MORALE, SLOWS BURNOUT

Teacher turnover is costly and frustrating. PRO provides art teams with quality, art-specific, personalized learning that keeps motivation high and turnover rates low.



## SAVES ADMINISTRATIVE TIME AND ENERGY

Delivering personalized learning to art teachers doesn't have to be difficult. PRO is simple to set up, easy to manage, and automatically tracks learning as it happens.

# PRO Packs are Where Your Learning Takes Place

Each Pack contains relevant training, hands-on tutorials, and essential resources. Plus, three new Packs are released every single month.

The grid displays eight PRO Pack cards, each with a thumbnail image, a title, a category, and a list of resources:

- Black Light Art** (MEDIA/TECHNIQUES): 2 PD Hours, 18 Videos, 10 Resources
- Innovative Clay Methods** (MEDIA/TECHNIQUES): 4 PD Hours, 19 Videos, 8 Resources
- The Building Blocks of Drawing** (MEDIA/TECHNIQUES): 3 PD Hours, 16 Videos, 9 Resources
- Building a Ceramics Program** (ORGANIZATION): 2 PD Hours, 15 Videos, 10 Resources
- Social-Emotional Learning** (CLASSROOM MANAGEMENT): 4 PD Hours, 17 Videos, 12 Resources
- Sketchbook Ideas that Really Work** (INSTRUCTIONAL STRATEGIES): 3 PD Hours, 11 Videos, 8 Resources
- Creativity Exercises for Every Level** (CREATIVITY): 2 PD Hours, 13 Videos, 9 Resources
- Building Leadership Skills as an Art Educator** (PROFESSIONAL DEVELOPMENT): 2 PD Hours, 14 Videos, 9 Resources

## Unlimited PD Hours

Most art teachers are required by their state or district to undergo a certain amount of training each year. PRO is the only self-paced, personalized learning tool designed exclusively for art educators with the ability to earn unlimited PD hours.

### TOPIC CATEGORIES

- ADVOCACY
- ASSESSMENT
- CLASSROOM MANAGEMENT
- CREATIVITY
- CURRICULUM
- DIFFERENTIATION
- INSTRUCTIONAL STRATEGIES
- MEDIA/TECHNIQUES
- METHODS/APPROACHES
- ORGANIZATION
- PHILOSOPHIES
- PROFESSIONAL DEVELOPMENT
- TECHNOLOGY

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[info@theartofeducation.edu](mailto:info@theartofeducation.edu).

**SIGNATURES**

**Fort Worth Independent School District**

**The Art of Education University**

Date: 6/27/2022

Date: 06/10/2022

AA  
6/27/22

Signature: Marcey Sorensen

Signature: Gabriel Thompson

Name: Marcey Sorensen

Name: Gabriel Thompson

Title: Chief Academic Officer

Title: Director of School Success

# Fort Worth Independent School District - PRO Learning 2 Years

**Fort Worth Independent School District**  
100 N UNIVERSITY DR  
FORT WORTH, TX 76107  
United States

**Tiffany Frohm**  
Fine Arts Curriculum  
tiffany.frohm@fwisd.org  
+1 (682) 521-7369

**Reference: 20220120-135034219**  
Quote created: January 20, 2022  
Quote expires: July 31, 2022  
Quote created by: Cindy Tolliver  
School Success Manager  
cindyolliver@theartofeducation.edu  
+1 (641) 351-7148

## Comments from Cindy Tolliver

License Term: August 1, 2022- July 31, 2024

## Products & Services

Item & Description	Quantity	Unit Price	Total
PRO Learning   Two Year Term PRO Learning   Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators.	137	\$798.00	\$103,859.70 after 5% discount for 2 years

## Subtotals

One-time subtotal \$103,859.70  
after \$5,466.30 discount

**Total \$103,859.70**

## Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Signed Quote returned via email
- Purchase Order via email
- Sales Tax Exemption Certificate/Letter if applicable
- Terms are Net 30
- **Terms and Conditions**

## Signature

---

Signature

  
6/27/22

---

Date

---

Printed name

## Questions? Contact me



Cindy Tolliver  
School Success Manager  
cindyolliver@theartofeducation.edu  
+1 (641) 351-7148

The Art of Education University  
518 Main Street, Suite A  
Osage, IA 50461  
US

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE PURCHASE OF A COLLEGE AND CAREER EXPLORATION SYSTEM**

**BACKGROUND:**

The college and career exploration system is a comprehensive online K-12 development program that provides age-appropriate learning resources that spark student curiosity about the future - beginning as early as kindergarten and transitions through middle and high school.

Implemented during the 2016 - 2017 school year, Fort Worth ISD has continued to use this web-based system as an additional tool to engage students of all ages. Through this program, students become self-aware, able to better understand their future opportunities and build actionable plans to achieve their goals.

The exploration system helps to:

- Connect student passion, interests and aspirations in a meaningful way to academic plans.
- Infuse career development school-wide to demonstrate academic relevance.
- Improve academic performance when students are self-aware and engaged.
- Save time and resources by leveraging technology to automate course and college planning.

The curriculum is also utilized to implement the college and career readiness requirements of House Bill 18 and the American School Counselor Association (ASCA) standards.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of a College and Career Exploration System
2. Decline to Approve Purchase of a College and Career Exploration System
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of a College and Career Exploration System

**FUNDING SOURCE:**       *Additional Details*

General Fund                               199-31-6399-001-999-99-152-000000



**COST:**

\$124,343.04

**VENDOR:**

Xello

**PURCHASING MECHANISM:**

**BID/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 20-029

Number of Bid/Proposals received: 1

HUB Firms: 0

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. 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 schools – Grades K-12

**RATIONALE:**

The curriculum is aligned to the College and Career Readiness curriculum requirements of House Bill 18 and the American School Counselor Association (ASCA) standards for college and career readiness. Below is a comparison chart of program data from the 2020 - 2021 and 2021 - 2022 school years.

<b>Program Metrics</b>	<b>2020-2021</b>	<b>2021-2022</b>
Student Lessons Completed (K-12)	26,000	33,276
Career Matchmaker Assessment Completed	18,104	19,103
Personality Styles Assessment Completed	13,302	13,862
E-Transcripts sent to Colleges/Universities	6,000	7,066

**INFORMATION SOURCE:**

Cherie Washington

6/16/22, 1:11 PM

Xello

# Xello Quote

Proposal for **Fort Worth Independent School District**

Prepared By:

**Idan Firestein**

Key Account Manager

(800) 965-8541 Ext.227

idanf@xello.world

<https://is.xello.world/public/OppSFQuote/00141000019hV1G/0051K00000ep3uk>

1/3



**ORDER / QUOTE**

REF-042672

**QUOTE FOR:**

ATTN: **Accounts Payable**  
 Fort Worth Independent School District  
 100 N University Dr  
 Fort Worth, TX 76107

**REQUESTED BY:**

Accts FWISD  
 Fort Worth Independent School District  
 100 N University Dr  
 Fort Worth, TX 76107

**SUBSCRIPTION PERIOD:**

Start Date: **Sep 1, 2022**  
 End Date: **Aug 31, 2023**  
 Duration: **12 months**

**COMMENTS:**

This is an optional extension for the contract with no price increase.

PRODUCT	QTY	ANNUAL RATE	PRICE	SUBTOTAL
Xello for High School ▼	21,628	<b>\$2.98</b> Per Student Reg \$4.95	\$2.98 40% (\$1.97) discount	\$64,451.44
Xello for Middle School ▼	15,890	<b>\$2.48</b> Per Student Reg \$4.25	\$2.48 42% (\$1.77) discount	\$39,407.20
Xello for Elementary School ▼	35,608	<b>\$0.55</b> Per Student Reg \$2.50	\$0.55 78% (\$1.95) discount	\$19,584.40
Custom Web Training ▼	2	<b>\$450.00</b> Per Session	\$450.00	\$900.00

6/16/22, 1:11 PM

Xello

**NOTES:**

**ANNUAL TOTAL:**

**\$124,343**

\* Price subject to change

**GRAND TOTAL:**

**\$124,343.04**

USD

[Xello Terms of Use Agreement](#)

[W8 Form](#)

[Billing + Renewals FAQ's](#)



[ldanf@xello.world](mailto:ldanf@xello.world)



Phone: (800) 965-8541 Ext.227



Fax: 416.463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada

# What your students are doing in Xello

## ENGAGEMENT IN XELLO

- On average, each student logged in **3.2** times throughout the school year!
- Your students completed **33,276** lessons (24% increase YoY)!!

## Lessons Completed - Grades K-5

1. Health Path - Hospital
2. Creative Path - Art Gallery
3. Fixing & Building Path - Construction Site
4. Business Path - Pet Shop
5. Nature Path - Farm
6. Helping Path - Park
7. Mission - Interests
8. Mission - School Subjects
9. Mission - Skills
10. Mission - Goal Setting

## Lessons Completed - Grades 6-12

1. 10th Grade Postsecondary Plan
2. 11th Grade Postsecondary Plan
3. Skills
4. Discover Learning Pathways
5. Interests
6. Learning Styles
7. Biases and Career Choices
8. Self-Advocacy
9. Transition to High School
10. 9th Grade Postsecondary Plan

## MOST POPULAR CAREER CLUSTERS

### \* Most Saved Careers (from cluster)

1. Arts, A/V Technology & Communications  
\* Graphic Designer, Animator, Actor, Developer
2. Health Science  
\* Veterinarian, Doctor, Nurse, Audiologist
3. Business Management & Administration  
\* Management Consultant, Cosmetologist
4. Science, Technology, Engineering & Math  
\* Engineer, Statistician, Neurologist, Technician

## SAVED EXPERIENCES

Education	1147
Volunteer	946
Work	923
Life	513

xello

# What your students are doing in Xello

## TOP COLLEGE INTERESTS

1. Texas Christian University
2. Baylor University
3. Texas A&M University
4. Abilene Christian University
5. Texas Tech University

## COLLEGE APPLICATIONS

1. University of Texas @ Arlington
2. University of North Texas
3. Texas Christian University
4. Tarleton State University
5. Tarrant County College District

## COLLEGE TRANSCRIPTS SENT - 7,066

1. University of Texas @ Arlington
2. University of North Texas
3. Texas Christian University
4. Tarleton State University
5. Tarrant County College District
6. Texas Wesleyan University
7. Texas Tech University
8. University of Texas at Austin
9. Texas Woman's University
10. Texas A&M University

## ASSESSMENTS

- **19,103** students uncovered their top career matches via Matchmaker!
- **13,862** students uncovered their Personality Style after completing Matchmaker!
- **2,909** students reflected on the skills they desire via Skills Lab! (Available to HS Students) with the **top 5** skills being:
  1. Listening
  2. Attention to Detail
  3. Learning
  4. Decision Making
  5. Problem Solving
- **12,556** Students uncovered their learning style with the **top 3** learning styles being:
  1. Tactile Learners
  2. Auditory Learners
  3. Auditory-Tactile Learners

xello

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE DATAMAX OF TEXAS PRINTER/COPIER SERVICES FOR THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

The Accountability and Data Quality Department requires printing/copier services for data reporting, producing required materials for local testing, as well as documentation and training required by state testing programs. These services are required to support both District and campus staff including: Campus Testing Coordinators, Data Analysts, Teachers, and Campus Administrators. This is the fourth year of a four (4) year agreement negotiated to reduce cost by 19% annually.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Datamax of Texas Printer/Copier Services for the 2022 - 2023 School Year
2. Decline to Approve Datamax of Texas Printer/Copier Services for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Datamax of Texas Printer/Copier Services for the 2022 – 2023 School Year

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

General Fund                               199-31-6264-001-999-99-114-000

**COST:**

\$73,000



**VENDOR:**

Datamax of Texas

**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 Department of Information Resources, Contract DIR-CPO-4437. 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 elementary school, middle school, high school, and specialty campuses District - wide.

**RATIONALE:**

Printer/copier services are needed to support data reporting and state-mandated and local assessments.

**INFORMATION SOURCE:**

Karen Molinar

Relevant Technology • Raving Results®

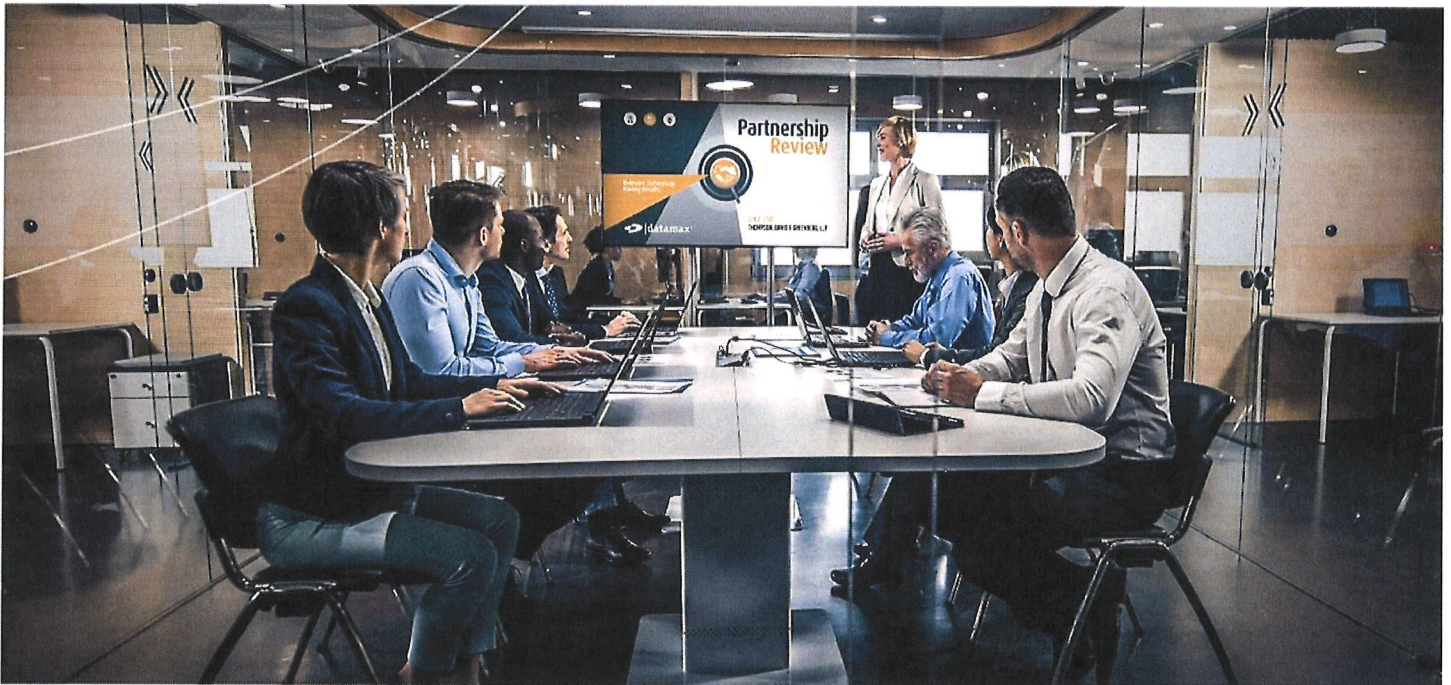


# DATAMAX Technology Recommendation

PREPARED FOR:  
**FORT WORTH ISD-  
ADQ DEPARTMENT**

UPDATED FOR 2022/2023 BUDGET SCHOOL YEAR

March 7, 2022



PREPARED BY:

**JAMIE RHODES**  
BUSINESS PROCESS CONSULTANT

Phone: (469) 549-5425  
Email: [jrhodes@datamaxinc.com](mailto:jrhodes@datamaxinc.com)



## Datamax Canon Recommended Equipment Solution for ADQ:

▶ <b>2x Canon imageRUNNER Advance C5550i</b>
▶ <b>Canon State Contract # DIR-CPO-4437</b>
▶ 50 Page Per Minute Color Multi-Function (Copy, Print, Scan, Fax)
▶ (4) 550 Sheet Paper Trays
▶ Staple Finisher
▶ Network Fax System
▶ 150 Sheet Single Pass Document Feeder
▶ <b>3x Canon imageRUNNER Advance C8505i</b>
▶ 105 Page Per Minute Color Multi-Function (Copy, Print, Scan)
▶ (4) 550 Sheet Paper Trays + Extra POD Deck Lite
▶ 150 Sheet Single Pass Document Feeder
▶ Staple Finisher
▶ <b>1x Canon imageRUNNER Advance 4235 (Owned, Tag # N9759)</b>
▶ 35 Page Per Minute Color Multi-Function Printer (Copy, Print, Scan)
▶ Includes delivery, install, setup, networking, and training

## Datamax Leasing Option:

▶ 48 Month Term	<i>Includes equipment and service as listed below*</i>	\$5,088.85
	<i>Estimated Annual Total (with additional impressions based on previous totals)</i>	\$73,000.00

## imageCare™ Total Care Service Agreement: [Includes 5 Year Performance Guarantees]

▶ All-Inclusive Service is included in the Monthly Use Investment*:	
▶ <i>Includes all service calls, preventive maintenance calls, electrical and mechanical parts, fuser oil, drums and toner at no additional charge. Staples are included.</i>	
▶ Included Black Impressions Per Month: (360,000 Included Quarterly)	120,000
▶ Included Color Impressions Per Month: (45,000 Included Quarterly)	15,000
▶ Additional Black Impressions to be invoiced Quarterly at:	\$.0061
▶ Additional Color Impressions to be invoiced Quarterly at:	\$.0432

## Systems Implementation & Support:

<i>Includes:</i>
▶ Delivery & Installation
▶ MAXimizer Learning® Stand-Alone Training
▶ ConnectCare™ Guarantees (if connected)
▶ PrintView™ Proactive Service & Toner

## Additional Datamax Benefits:

<i>Includes:</i>
▶ Total Satisfaction Guarantees
▶ 4 Hour On-Site Response Time Guarantee
▶ Partnership Reviews for Solution Optimization
▶ Free Next-day Shipping of Contract Toner

**Fort Worth ISD is not responsible for personal property tax. No service increase for the life of the agreement.**

## CONSENT AGENDA ITEM

### BOARD MEETING

July 26, 2022

**TOPIC: APPROVE CONTRACT RENEWAL FOR EDUCATION SERVICE CENTER, REGION 11, INSTRUCTIONAL SOLUTIONS, AND SUPPORT CONTRACT FOR 2022 - 2023 SCHOOL YEAR**

#### **BACKGROUND:**

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for the Instructional Solutions and Support contract. The all-inclusive package bundles former individual contracts (Administrative Services, Instructional Services, Digital Learning, and RETN) into a single contract to provide cost-effectiveness. The District's student enrollment numbers determine the annual cost of the contract. The contract term is from September 1, 2022, to August 31, 2023.

A comprehensive list of included services can be found on pages 1 - 3 of the Instructional Solutions and Support (ISS) contract. Listed below is a summary of bundle services provided through the ISS contract; individual services cannot be excluded or purchased separately through ESC Region 11.

- Professional development offerings including 20+ instructional conferences, 50+ teacher workshop sessions, and 16 online compliance courses.
- Compliance support and technical assistance for all State and Federal Programs.
- Canvas Learning Management System (LMS) - a 50% discount has been applied per student enrollment cost for the 2022-23 School Year. Beginning with the 2023-24 School Year, the cost will be billed at 100% per student enrollment.
- Videoconferencing and Distance Learning services for access to interactive virtual learning and high school dual-credit courses, virtual field trips, remote access to the Texas Education Telecommunications Network (TETN), and Zoom Pro allocated licenses.
- BrightBytes Technology Survey – an anonymous survey that provides the district with technology use information, including classroom integration, access, skills, and environment. This survey does not collect Personal Identifiable Information (PII).
- Discovery Education – a digital learning platform that provides streaming educational multimedia content, instructional strategies, and ready-to-use activities in Science, Social Studies, Math, and STEM.
- TexQuest – a collection of library research databases such as Britannica School, EBSCO eBooks, Gale Resources, Infobase Learn 360, and ProQuest.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year
2. Decline to Approve Contract Renewal for Education Service Center, Region 11, Instructional Solutions, and Support for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCES:**      *Additional Details*

Special Revenue	410-13-6239-001-999-99-458-000000-12245.....	\$150,000.00
General Fund	199-13-6239-808-999-99-610-000000.....	\$245,992.54
	199-12-6239-634-999-99-217-000000.....	\$26,776.00
	199-13-6239-001-999-99-344-000000.....	\$51,377.00

**COST:**

\$474,145.54

**VENDOR:**

Education Service Center (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 Education Service Center Region 11, 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 bundled services will provide District-wide access to professional development opportunities, digital learning resources, and technical assistance on compliance support for State and Federal Programs.

**INFORMATION SOURCE:**

Marcey Sorensen



# Instructional Solutions & Support Contract — Region 11 Public Districts/Charters 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.

This contract was developed to assist LEAs with budgeting and registering personnel for professional development opportunities at ESC Region 11. This all-inclusive package provides all of the exceptional benefits and offerings of our former individual contracts (Administrative Services, Instructional Services, Digital Learning, and RETN) for cost-savings and value.

## Services Included

- Experience more variety and options of training modes through virtual, hybrid, and face-to-face learning opportunities.
- Save time, money, and the hassle of processing multiple purchase orders for staff members to attend training events throughout the year; event registrations can now be processed up front.
- The Business Office can budget PD and digital resources for the year to ease and/or eliminate huge cost fluctuations based on staff participation in professional learning sessions.
- Unlimited technical support in all instructional areas.
- Enjoy the benefit of virtually no registration fees for most sessions.
- Get products and services for special low bulk pricing, no matter the size of your district/charter.
- Campus administrators will have ease of access to professional development opportunities and can spread them evenly among teachers leaders, and other staff.
- Additional products available at no additional charge.

Districts can enjoy a variety of learning conferences and individual training sessions provided at the ESC Region 11 facility as well as virtual opportunities, technical support, and products — all at no additional charge. ESC Region 11 teams also provide technical support for questions on legislative, instructional, or other educational topics. Pay one fee for this contract, and your entire staff can reap the benefits of:

### Professional Development Offerings

- 20+ Instructional Conferences
- 50+ Teacher Workshop Sessions
  - Virtual, hybrid, and face-to-face learning opportunities to fit your schedule and needs
  - Basic materials provided
  - Sessions that are materials intensive may require an additional materials fee
  - Some sessions include extensive follow-up opportunities (both virtually and face-to-face)

- 16 Online Compliance Courses
  - ADA for Online Content
  - Anaphylaxis and Epinephrine Use
  - Bloodborne Pathogens
  - Bullying Prevention
  - Child Abuse, Trafficking, and Maltreatment
  - Copyright
  - Diabetes Overview
  - FERPA
  - Mental Health Overview (New 2022)
  - Section 504 Introduction
  - Seizures (New 2022)
  - Sexual Harassment
  - Suicide Prevention
  - Teen Dating Violence & Healthy Relationships
  - Texas Educators' Code of Ethics
  - Title IX Overview

### **Professional Development Content**

- District and Campus Professional Development
- Early Childhood and Secondary Literacy
- Core Content (Math, English/Language Arts, Science, Social Studies, Reading)
- G/T (6 hour & 30 Hour)
- Special Programs
- Counselor
- Career and Technical Education
- Instructional Leaders' Quarterly Meetings
- Digital Tools/Instructional Technology
- Administrative and Support Staff
- Behavior and Classroom Management
- Mental
- Principal Cluster Support Sessions
- Charter School Support Sessions
- Bilingual/ESL Supports

### **Digital Resources**

- Canvas
- Bright Bytes
- TexQuest
- Discovery Education
- VoiceThread
- Zoom/RETN Videoconferencing/Distance Learning
  - Remote Access to TETN programming (TEA updates)
  - Interactive Virtual Learning
  - Access to High School and Dual-Credit courses
  - Remote and recording access to professional learning sessions at ESC Region 11
  - Access to TETN programming (TEA updates)
  - Interactive Virtual Learning/Virtual Field Trips (Connect2Texas)



- Allocated Pro Zoom licenses w/discounts on additional accounts
- Zoom large meeting room discounts
- Zoom webinar discounts
- REATA robots
- Ensemble video management portal
- Virtual Conference Platform (selection pending)

### **Technical Assistance**

- Unlimited Technical Assistance in All Instructional Areas
- Compliance Support and Technical Assistance for All State/Federal Programs
- Counselor Services/Crisis Team Support
- Lesson Planning/Professional Learning Communities
- Field Service Agent Support
- Special Programs Support

### **Additional Discounts**

- Discounted rates on trainings/coaching provided for districts/charters; tailored to unique needs
- Discounted rates on third-party products and other promotional speakers/events
- Discounted rates on New Principal Academy and New Assistant Principal Academy
- Discounted rates on state appraisal trainings such as T-TESS, T-PESS, and AEL

### **NOTE: Services Provided through IDEA-B Funding**

Services provided through the Special Populations Department at ESC Region 11 are primarily funded through IDEA-B grants that serve all LEAs in the region. Based on this funding, there will be little to no fees for services provided through this department for technical support, professional learning sessions (conducted at ESC Region 11 or in an LEA), and coaching services for LEA staff. Services that will have minimal charges are Program Reviews, conferences, in-depth coaching, trainings that lead to certifications, and occasional fees for materials that are a required part of a session.

ESC Region 11 Contact

Deputy Executive Director of Instruction Services  
(817) 740-3670



## **Instructional Solutions and Support Contract**

### **Price List — 2022-2023**

Pricing is based on student enrollment numbers.

Contact Dr. Cathy Sewell at (817) 740-3670  
or [csewell@esc11.net](mailto:csewell@esc11.net) for specific questions on district/charter pricing.

EDUCATION SERVICE CENTER  
**REGION 11**

1451 S. Cherry Lane  
 White Settlement, TX 76108

**FORT WORTH ISD Contract Summary Report**

Last Year Enrollment: 74850

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Instructional Solutions and Support	04/04/2022	09/01/2022	08/31/2023	\$474,145.54

**\$474,145.54**

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Signature of Board President or Designee

Date Approved by Board of Trustees

Signature of Superintendent or Designee

Date



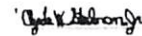
shana.ellason@fwisd.org

Designated District Contact


E-mail of District Contact

Please fax or e-mail to:  
 Education Service Center Region 11  
 Atten: Dr. Clyde W. Steelman, Jr.  
 1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Fax: (817) 740-7675  
 clydes@esc11.net

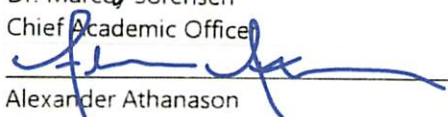
For additional information, contact:  
 Dr. Clyde W. Steelman, Jr.  
 (817) 740-3630  
 clydes@esc11.net



ESC Region 11 Executive Director Signature

  
 Corey Golomb, Assistant Superintendent  
 Specialized Academic Support Services

  
 Dr. Marcey Sorensen  
 Chief Academic Officer

  
 Alexander Athanason  
 Attorney



# 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 respective authorized officers or employees

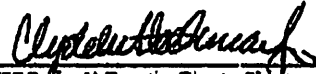
## PREMISES

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 to 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, the 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  
**jonathan.bey@fwisd.org**  
 Email Address  
  
 Board/Official Signature Approval Date  
**8/20/16**  
 County/District # (if applicable)

ESC Region 11  
 1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Attn: Director Cooper  
  
 ESC Region 11 Executive Director Signature  
**10/12/16**  
 Date



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for  
Instructional Solutions and Support v42**

**Enrollment Period: 09/01/2022 - 08/31/2023**

**Last Year Enrollment: 74850**

ESC Region 11 has combined three of its most popular contracts into one inclusive package that provides exceptional offerings at an incredible value. The Administrative Services, Instructional Services, and Digital Learning contracts are now blended to form the new Instructional Support and Solutions Contract. This new contract provides all of the major benefits of each individual contract and features an added bonus—virtually no registration fees!

If you would like your LEA to use the Instructional Services and Support Services, please check the box on the right.

Answer	Price
<input checked="" type="checkbox"/>	\$474,145.54
<b>\$474,145.54</b>	

Total:

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**      **APPROVE RENEWAL OF SUPPORT AND MAINTENANCE FOR NETWORK LOAD BALANCING EQUIPMENT**

**BACKGROUND:**

The solution provides distributed access assurance for network resources. This solution ensures that no single system bears too much demand so that authorized users are not waiting in queue to access district applications. In addition, the extended service agreement provides technical support for this hardware for planned maintenance, software upgrades, and assistance in resolving any issues.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
2. Decline to Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

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

General Fund                      199-53-6399-814-999-99-427-000000

**COST:**

\$63,032

**VENDOR:**

Netsync

**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 Department of Information Resources, Contract DIR-CIP-4430. 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:**

Ensuring the District has high availability between two (2) data centers will improve operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Marlon Shears

# NETSYNC

2500 West Loop South, Ste.  
410/510  
Houston, TX 77027 USA  
713.218.5000

# QUOTE

AAAQ368735

Quote #:	AAAQ368735
Date:	07/06/2022
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Taylor Leger tleger@netsync.com 214-914-5333	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: [PO@netsync.com](mailto:PO@netsync.com)

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) 17% of List F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3 Start Date: 08/29/2022 End Date: 08/28/2023 Serial #: f5-ypyw-ghyq Covered Prod: F5-BIG-BT-I5600	1	15,758.00	15,758.00
2.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) 17% of List F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3 Start Date: 08/29/2022 End Date: 08/28/2023 Serial #: f5-qall-omvt Covered Prod: F5-BIG-BT-I5600	1	15,758.00	15,758.00
3.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) 17% of List F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3 Start Date: 08/29/2022 End Date: 08/28/2023 Serial #: f5-gdnp-hgnx Covered Prod: F5-BIG-BT-I5600	1	15,758.00	15,758.00
4.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) 17% of List F5 Networks, Inc. - F5-SVC-BIG-PRE-L1-3 Start Date: 08/29/2022 End Date: 08/28/2023 Serial #: f5-bmhc-brab Covered Prod: F5-BIG-BT-I5600	1	15,758.00	15,758.00

## Notes: 220042877-133449-02

Refreshed Pricing

Netsync DIR-CPO-4430|DIR-CPO-4430

119

Total	63,032.00
Tax/Vat	0.00
Shipping	0.00
<b>Grand Total USD</b>	<b>63,032.00</b>



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

Contract Number

# DIR-CPO-4430

Contract Term Date: **07/10/22** ⓘ

Contract Expiration Date: **07/10/24** ⓘ

Certifications/Qualifications: [eRate](#)

## Vendor Information

### [Netsync Network Solutions, Inc.](#)

Vendor ID: **1320030329800**

HUB Type: **Hispanic American**

**Female** ⓘ

RFO: **DIR-TSO-TMP-422**

Contract Status: **Active**

#### VENDOR CONTACT:

[Kristi Matsunaga](#) ↗

Phone: (469) 557-2869

Fax: (713) 664-9964

[Vendor Website](#) ↗

#### DIR CONTACT:

[Nicole Simpson](#) ↗

Phone: (512) 475-4971

## Contract Overview

Netsync Network Solutions, Inc. offers Data Storage, Data Communication & Networking equipment and related services through this contract. This contract offers various data storage and networking product brands. Available brands are listed. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available on this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 7/10/2022.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

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

- Data Storage
- Networking Products and Services
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**      **APPROVE RENEWAL OF EDUPHORIA PREMIUM SUITE AND RELATED SERVICES**

**BACKGROUND:**

Eduphoria Premium Suite provides the District and campuses with an integrated web-based solution for the Texas Teacher Evaluation and Support System (T-TESS), professional learning scheduling and tracking, customizable access to student-level assessment data, a tool for creating forms and assessments. The District purchases Eduphoria Premium Suite to consolidate services and save resources. Eduphoria Premium Suite provides teachers and instructional personnel access to multiple services through one portal, with integration and consistent navigation.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Eduphoria Premium Suite and Related Services
2. Decline to Approve Renewal of Eduphoria Premium Suite and Related Services
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Eduphoria Premium Suite and Related Services

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

General Fund                      199-31-6399-001-999-99-114-000000

**COST:**

\$350,180

**VENDOR:**

Region 11 Education Service Center

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Education Service Center Region 11, Contract 45451. 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 Elementary School, Middle School, High School, and Specialty Campuses

**RATIONALE:**

The management of the entire evaluation process is critical to ensure accuracy and timely, accessible feedback for teachers. The tracking of professional learning is required as a part of the state-mandated T-TESS. Additionally, this tracking maintains compliance with other state and federal requirements, certification renewals, and District-required trainings. Accessible student-level data is essential to teachers for planning and adjusting instruction. The integration of these applications within one (1) system increases efficiency and effectiveness for teachers and administrators.

**INFORMATION SOURCE:**

Karen Molinar



1451 S. Cherry Lane  
White Settlement, TX 76108

**FORT WORTH ISD Contract Summary for**

**Eduphoria v25**

**Enrollment Period: 09/01/2022 - 08/31/2023**

**Last Year Enrollment: 74850**

Do you wish to RENEW your eduphoria!:Premium Suite? Please indicate in the drop-down menu to the right, whether your LEA will be RENEWING their subscription to the Eduphoria: Premium Suite.

Total number of Regular Instructional Campuses in your LEA (Do not include Alternative campuses in your count)

Total number of Alternative Education Campuses in your LEA

Are there multiple high schools in your LEA?

Yearly Subscription Fee

Eduphoria technical assistance and support fee

Would you like your LEA to be invoiced before Sept. 1 or after Sept. 1?

Total:

Contract Contact: LaVonia Nelson, lnelson@esc11.net, (817) 740 - 7576

Answer	Price
RENEW Full Suite (\$2,600)	
133.00	
10.00	
Yes	
	\$345,800.00
	\$4,380.00
After Sept. 1	
<b>\$350,180.00</b>	



# Master Interlocal Agreement

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## 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 to 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, the 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  
**jonathan.bey@fwisd.org**  
 Email Address  
**[Signature]** **9/27/16**  
 Board President Signature Approval Date  
**820905**  
 County/District # (if applicable)

ESC Region 11  
 1451 S. Cherry Lane  
 White Settlement, Texas 76108  
 Alan Dineen, Corper  
**[Signature]**  
 ESC Region 11 Executive Director Signature  
**10/12/16**  
 Date

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 26, 2022**

**TOPIC: APPROVE RENEWAL FOR WEB HOSTING SERVICES, MASS COMMUNICATIONS SYSTEM, FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD) APPLICATION, AND TEACHER COMMUNICATION TOOL FOR THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

Fort Worth ISD (FWISD) currently uses Blackboard, Inc. (formerly ParentLink) to provide telephone, text, email, and mobile application messages for emergency communications, daily attendance, and general announcements. This system is used at both the campus and District levels. This web hosting solution provides the District with its primary District website, as well as the websites for all campuses.

The Teacher Communications tool is a notification system similar to Mass Notifications, but designed specifically for teachers. This system allows teachers to send regular or pre-made messages via email, text/SMS messages, and if enabled by the District, direct phone messages to students and parents. These messages are categorized into teacher-specific categories and may be targeted to select students based on the message subject. Teachers may also create their own messages.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal for Web Hosting Services, Mass Communications System, Fort Worth Independent School District (FWISD) Application and Teacher Communication Tool for the 2022 - 2023 School Year
2. Decline to Approve Renewal for Web Hosting Services, Mass Communications System, Fort Worth Independent School District (FWISD) Application, and Teacher Communication Tool for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal for Web Hosting Services, Mass Communications System, Fort Worth Independent School District (FWISD) Application, and Teacher Communication Tool for the 2022 - 2023 School Year

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

General Fund                                 199-53-6399-001-999-99-104-000000

**COST:**

\$355,432.62

**VENDOR:**

Blackboard Inc.

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(j) regarding school district purchases made through an Interlocal contract. Pricing obtained through The Interlocal Purchasing System TIPS/TAPS Contract 190701. The recommended vendor is listed above.

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

District - Wide

**RATIONALE:**

Blackboard, Inc. services support and strengthen the District's work in enhancing family and community engagement through timely and relevant communication with students, families, staff, and members of the community. Further, the services help the District reach these stakeholders via multiple platforms, including but not limited to: District's message system, Campus and teacher message systems, Emergency notification system, and the Fort Worth ISD mobile application software. These are proven strategies – the Fort Worth ISD mobile application has been downloaded more than 94,000 times and continues to be a necessary and vital tool for engagement.

Approval of the 2022 renewal term period will allow FWISD to provide vital information to stakeholders through the District and campus websites. The FWISD's websites are an important source of information for students, staff, and the community with more than 17 million pageviews each year. The mobile-friendly web pages provide important news and information for all District stakeholders.

**INFORMATION SOURCE:**

Barbara Griffith



# Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Fort Worth ISD** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement between The Interlocal Purchasing System ("TIPS") and Blackboard signed on May 13, 2021 and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

## A. Software & Services Product and Pricing Summary

Period Number	Total
Period 3	\$355,432.62
Period 4	\$355,432.62
<b>Contract Total</b>	<b>\$710,865.24</b>

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: More than 20,000 FTE	01-Jul-2022 to 30-Jun-2023	\$120,925.62
1	MCA-APPI	MOBILE COMMUNICATIONS APP INTG		\$83,832.00
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		\$975.00
1	BC-MN	MASS NOTIFICATIONS		\$83,832.00
1	BC-MN-TAPP	TEACHER COMMUNICATION		\$65,868.00
<b>Period 3 Total</b>				<b>\$355,432.62</b>

Period 4				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 4 Band: More than 20,000 FTE	01-Jul-2023 to 30-Jun-2024	\$120,925.62
1	MCA-APPI	MOBILE COMMUNICATIONS APP INTG		\$83,832.00
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		\$975.00
1	BC-MN	MASS NOTIFICATIONS		\$83,832.00
1	BC-MN-TAPP	TEACHER COMMUNICATION		\$65,868.00
<b>Period 4 Total</b>				<b>\$355,432.62</b>

## B. Terms

- The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
- Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: 01-Jul-2022


## C. Payment Terms

- All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

## D. Special Provisions


The applicable products and services herein are being purchased pursuant to The Interlocal Purchasing System ("TIPS") contract #210101.

In Process

Sales Approved: Genadiy Khadzhi  
Initial: 

Sales Approved:  
Initial:

Customer: Fort Worth ISD  
Signature:  
  
  
Name:  
Title:  
Date:

Blackboard Inc.  
Signature:   
Name: Michael Pohorylo  
Title: Associate General Counsel  
Date: 28-Jun-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.  
PO Number: PO Amount:  
Attach PO or send PO to [Operations@blackboard.com](mailto:Operations@blackboard.com)(Optional):  
Attach Tax Exemption (Optional):

Invoicing  
Send Invoices via email to:  
1. Name: Email:  
2. Name: Email:  
3. Name: Email:

In Process

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 8 July 2020

www.blackboard.com

## BLACKBOARD INC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>		<u>TIPS CONTACT</u>
ADDRESS	3815 River Crossing Parkway,	NAME	Meredith Barton
CITY	Indianapolis	PHONE	(866) 839-8477
STATE	IN	FAX	(866) 839-8472
ZIP	46240	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS No

HUB No

### SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WV | WY

### Overview

Blackboard® Inc. is fully incorporated and has been in business for 22 years. Formed in 1997 with the vision of transforming the Internet into a powerful environment for the educational experience, Blackboard quickly became the leading provider of e-Education systems and services. Blackboard's roots originate with its first teaching and learning software platform, CourseInfo, which was created within the education community. Today, Blackboard is the world's leading education technology company: we are reimagining education by challenging conventional thinking and advancing new learning models. We rapidly deploy relevant and meaningful technologies and services to meet the needs of modern-day learners and the institutions that serve them, driving success and growth for both. In partnership with higher education, K-12, corporate organizations, and government agencies around the world, we help every learner achieve his or her full potential. Over the past decade, Blackboard has grown from less than \$100M in annual revenue to more than \$643M in annual revenue in 2015. During this time, Blackboard has continued to consistently generate positive operating cash flows and has remained profitable as measured and reported to creditors and investors. Blackboard has grown through both acquisition and organic growth. Blackboard is the market leader in ten different product categories in higher education in North America. Globally, Blackboard supports more than 19,000 customers in 100 countries, including 1,900 international institutions. Blackboard estimates 30 million individual users for all Blackboard products and services. Blackboard has approximately 2,750 employees worldwide, and is headquartered in Washington, D.C., with offices in North America, Europe, Asia, and Australia. Based on the Top 50 Times Higher Education Reputation Ranking in 2014, 80 percent of the world's top academic institutions work with us. Our solutions and services are used by one in three U.S. school districts, including 70 of the largest 100 districts, and we serve more than 20 million K-12 students. We support and work with 92 percent of the Nation's top online bachelor degree programs.

## **AWARDED CONTRACTS "View EDGAR Doc" on Website**

<b>Contract</b>	<b>Comodity</b>	<b>Exp Date</b>	<b>EDGAR</b>
181204	Notification Systems	02/28/2022	See EDGAR Certification Doc.
190701	Web Hosting, Services or Content Management	09/30/2022	CFV

## **CONTACTS BY CONTRACTS**

### **181204**

Tara Rollins	Sales Assistant	(202) 774-2864	tara.rollins@blackboard.com
Molly Richardson	K-12 Customer	(919) 573-4872	Molly.Richardson@blackboard.com

### **190701**

Lindsey Fishback	Regional Vice	(814) 272-7348	Lindsey.Fishback@blackboard.com
Tara Rollins	Sales Specialist	(202) 774-2864	Tara.Rollins@blackboard.com

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE RENEWAL OF PROVIDER FOR PLAIN OLD TELEPHONE SERVICE (POTS) AND PLEXAR LINES FOR THE 2022 - 2023 SCHOOL YEAR****

**BACKGROUND:**

This is for the renewal of the local dial tone service provider for Plain Old Telephone Service (POTS) and Plexar lines used for 911 calls, elevator calls, and fire alarms. The requested amount includes a 15% contingency. The service period is from July 1, 2022, through June 30, 2023.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for the 2022 - 2023 School Year
2. Decline to Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Renewal of Provider for Plain Old Telephone Service and Plexar Lines for the 2022 - 2023 School Year

**FUNDING SOURCE:        *Additional Details***

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

**COST:**

\$587,535 (*This amount includes a 15% contingency.*)

**VENDOR:**

AT&T

**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 Department of Information Resources, Contract DIR-TELE-CSTA-002. 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 allow the District to make 911 calls, elevator calls, and fire alarm calls.

**INFORMATION SOURCE:**

Marlon Shears

# AT&T

## Plain Old Telephone Service (POTS) & PLEXAR Lines

Fort Worth ISD  
2022-23 School Year

Phone Line	Est. Monthly Cost
• 817-871-2000	\$ 22,000
• 831-000-5918-428	\$ 3,500
• 817-A02-0713-046	\$ 17,000
• 827-618-360- Long Distance	\$ 75
<b>Monthly Estimated Pricing</b>	<b>\$ 42,575</b>

2022-23 Estimated Total Costs - \$42,575 x 12	\$ 510,900
15% Contingency	\$ 76,635
<b>TOTAL</b>	<b>\$ 587,535</b>



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

Contract Number

**DIR-TELE-CTSA-002**

Contract Term Date: **11/05/25**

Contract Expiration Date: **11/05/29**

Certifications/Qualifications: [eRate](#)

#### Vendor Information

**AT&T Corp.**

Vendor ID: **11349247103**

HUB Type: **Non HUB**

RFO: **DIR-CPO-TMP-552**

Contract Status: **Active**

#### VENDOR CONTACT:

[Marcus Montemayor](#)

Phone: (512) 439-9533

Fax: 512-870-4388

[Vendor Website](#)

#### DIR CONTACT:

[Tequila Jackson](#)

Phone: (512) 463-3374

## Contract Overview

AT&T offers TEX-AN Services in four major areas including maintenance, support, installation, configuration, technical and other related services as detailed below:

- Wireline telecommunications services through this contract, include local voice services, long distance services, internet, metro ethernet, small office/home office (SOHO), and voice over IP (VOIP) services. Including Security Services and SD-WAN Services. Next Generation 9-1-1 Services are also included.
- Wireless Services. AT&T offers hardware, software, and

services for wireless, voice, data, mobile security, and bundled service packages. FirstNet service is included in this contract as well as Internet of Things (IoT) platforms along with applications and solutions. Satellite Services are included as well. • Conferencing and Collaboration Services, including Cloud-based PBX and additional voice services. • Managed Communications Services include hosted solutions and support services includes associated equipment as part of the service. Technology services include management of call processing architecture and Contact Center. The Services offered by AT&T may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state in some cases.

## Contract Details & Ordering Information

- [Products & Services](#)

- [Commodity Codes](#)

- [Brands](#)

- [Contract Documents](#)

- [How to Order](#)

- [Resellers](#)

**MORE INFORMATION**

- [Vendor Website](#)

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

### Products & Services

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

Access and Access Circuits	Cable Modem Services
Internet Connections	Internet Services
Maintenance - Network	Mobile Device Management
Mobile Digital Video/Mobile DVR	Mobile Radio
Project Management	Routers and Related Equipment
Seat Management - Network	Tele - Metro Ethernet Services
Tele - Audio Conferencing Services	Tele - Cable Modem Services
Tele - Data Services	Tele - DSL

information.

Tele - Fixed Satellite Services	Tele - Internet Services
Tele - Local Telephone Services	Tele - Local Voice Services
Tele - Long Distance	Tele - Maintenance - Telecom
Tele - Managed Services	Tele - Network Services
Tele - Operator Services	Tele - Point to Point Circuits
Tele - Routed Data Services	Tele - Satellite Services
Tele - Seat Management - Telecom	Tele - Seat Management - Telecom
Tele - Small Office/Home Office (SOHO) Services	Tele - Telecommunication Equipment
Tele - Toll Free Service	Tele - Voice Mail Services
Tele - Voice Over IP (VOIP) Services	Tele - WAN Services
Tele - Wireless Broadband Services	Tele - Wireless Data
Tele - Wireless Mesh	Tele - Wireless/Cellular

## Getting Started

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**      **APPROVE MAINTENANCE AND SUPPORT AGREEMENT FOR DATA CENTER SERVERS**

**BACKGROUND:**

Enterprise systems critical for business continuity are hosted on hardware in the District internal network. This hardware requires regular maintenance and support. The requested resource will provide the Technology Department with 24-7, on-site support services to diagnose and resolve hardware problems. This support includes access to advanced technical specialists, parts to complete repairs, and software updates.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Maintenance and Support Agreement for Data Center Servers
2. Decline to Approve Maintenance and Support Agreement for Data Center Servers
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Maintenance and Support Agreement for Data Center Servers

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

General Fund                      199-53-6249-814-999-99-427-000000

**COST:**

\$120,000.46

**VENDOR:**

Hewlett Packard Enterprise, 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 Department of Information Resources, Contract DIR-TSO-4160. 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 agreement will provide support and maintenance for data center servers.

**INFORMATION SOURCE:**

Marlon Shears

Mike Bradley  
Hewlett Packard Enterprise Company  
8000 Foothills Blvd MS 5509  
ROSEVILLE CA 95747

Dr. Kerry Neal  
Fort Worth Independent School Distr  
DIVISION OF TECHNOLOGY  
2821 Cullen St  
FORT WORTH TX 76107-1305

04/14/2022

**Support Account Reference:** 2M255001D8  
**HPE Reference Number:** 71537726

Dear Dr. Kerry Neal:

Enclosed is a Hewlett Packard Enterprise support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise Hewlett Packard Enterprise of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with Hewlett Packard Enterprise and if applicable, Exhibit E24.

**Option 1:** Provide an open-ended purchase order. An open-ended purchase order allows Hewlett Packard Enterprise to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

**Option 2:** Provide a PO for the coverage dates specified in the enclosed referenced proposal.  
**Your PO must note at least one of the following, along with the support coverage period:**

1. Hewlett Packard Enterprise Reference (quote) number(s),
2. Support Account Reference(s) (SAR)
3. Service Agreement ID(s) (SAID)
4. AMP ID(s)

\* If there is an approval signature section on your PO then it should be signed/approved before sending to Hewlett Packard Enterprise. Please indicate if you are taxable or tax exempt. If your organization is Tax Exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

**Option 3:** Sign and return the attached Signature Authorization Form (SAM).

\* If you provide authorization via the SAM form (Signature Authorization Method), please insure that all of the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

**Note:** If the information in Options 1 through 3 is not included in your PO or SAM Form then Hewlett Packard Enterprise will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). Hewlett Packard Enterprise requires these details for audit purposes.

Hewlett Packard Enterprise values your business and looks forward to providing you with continued support. If you require further assistance, please contact your HPE Representative at 916-540-3144 . You can send your PO or SAM to your HPE Representative, or FAX it to .

Sincerely,  
Mike Bradley  
HPE Representative

## SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT**. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

### (1) Customer Information:

#### Company Name

Fort Worth Independent School Distr DIVISION OF TECHNOLOGY 100 N University Dr  
FORT WORTH TX 76107-1360

#### Invoice to Address

### (2) Contract Information: Unless otherwise notified all quotes under the AMP ID below will be renewed:

Initial Quote Number: 71537726

\*\* AMP ID: AMP FORTWORTH

Support Account Reference: 2M255001D8

Coverage Period: 08/01/2022 - 07/31/2023

\*\*\*The enclosed Support Account Overview dated 04/14/2022 summarizes the quotes contained within the above AMP ID.

**This quote bundle is valid until: 07/31/2022**

Check as applicable if your authorization is open-ended.

**The following term applies only to open-ended support agreements.** This Support Agreement is for the period stated on Hewlett Packard Enterprise's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, Hewlett Packard Enterprise will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization.

### (3) REQUIRED- Tax Information:

Taxable OR  Tax Exempt Exemption # \_\_\_\_\_ (Attach copy of exemption certificate)

### (4) REQUIRED- Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me:

Pre-Pay up front for the entire coverage term

Annually

Quarterly (Total annual amount must exceed \$20,000)

Semi-Annually (Total annual amount must exceed \$20,000)

Monthly (Total annual amount must exceed \$20,000)

Charge my credit card. Check one:  Visa  MasterCard  American Express

**For your protection, please call your HPE Sales Representative with the credit card number.**

Cardholder Name (Print) \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Credit Card Invoice-To Address \_\_\_\_\_

### (5) REQUIRED- Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for Hewlett Packard Enterprise to invoice Customer for the Hewlett Packard Enterprise support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and Hewlett Packard Enterprise that includes the delivery of Support Services, or if none, the Hewlett Packard Enterprise Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

\_\_\_\_\_  
Authorized Signature and Date

\_\_\_\_\_  
Printed Name, Title and Phone Number

### (6) Completed form should be returned to:

Hewlett Packard Enterprise Company

Mike Bradley

8000 Foothills Blvd MS 5509

ROSEVILLE, CA 95747

TEL: 916-540-3144

FAX:

# Support Account Overview

**AMP ID: AMP FORTWORTH**  
**Special Terms and Conditions No: DIRTSO4160**

**Customer Address:**

Fort Worth Independent School Distr  
DIVISION OF TECHNOLOGY  
2821 Cullen St  
FORT WORTH TX 76107-1305

**HPE Address:**

Hewlett Packard Enterprise Company  
8000 Foothills Blvd MS 5509  
ROSEVILLE CA 95747

**Customer Contact:**

Dr. Kerry Neal  
E-mail Kerry.neal@fwisd.org

**HPE Representative:**

Mike Bradley  
Tel: 916-540-3144  
Fax:  
E-mail mbradley@hpe.com

**This quote is valid until 07/31/2022**

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms will apply. Either one is the "Agreement".  
Multi-year support renewals are governed by the Exhibit E24 in addition to the Agreement unless otherwise specified.

●Standard Terms: [www.hpe.com/docs/customerterms](http://www.hpe.com/docs/customerterms)

●Datasheets: [www.hpe.com/info/mktlibrary](http://www.hpe.com/info/mktlibrary)

**Your Support Access Options for Service Agreement Customers:**

●Manage your service agreement online, visit - <https://s360.hpe.com> / <https://esam.hpe.com>

●HPE Support Center - [www.hpe.com/support/hpesc](http://www.hpe.com/support/hpesc)

Please have your Service Agreement ID and Product/Serial available to expedite your support experience.

For Support, please call: 866-211-5211

Support Account Reference	Service Agreement ID	Coverage Period From:	Coverage Period To:	Description	Contract Total/USD
2M255001D8	1050 8345 4330	08/01/2022	07/31/2023	Tech Care Essential wDMR	78,086.46
2M2724065Z	1050 8363 5669	08/01/2022	07/31/2023	Tech Care Essential wDMR	41,914.00
<b>Total Excluding Taxes AMP FORTWORTH</b>					<b>120,000.46</b>

Please refer to the payment schedule for prices to be invoiced yearly in advance.



# Support Account Overview

## AMP ID: AMP FORTWORTH

**Customer Address:**

Fort Worth Independent School Distr  
DIVISION OF TECHNOLOGY  
2821 Cullen St  
FORT WORTH TX 76107-1305

**HPE Address:**

Hewlett Packard Enterprise Company  
8000 Foothills Blvd MS 5509  
ROSEVILLE CA 95747

Support Account Reference	Coverage Period From: To:	Description	Contract Total/USD
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**Summary of Charges**

Hardware Support	85,222.42
Hardware and Software Helpdesk Services	28,624.20
SW Updates eDelivery	6,153.84
<b>Total Excluding Taxes</b>	<b>120,000.46</b>

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.  
Refer to the detail document for any applicable state & local tax

# Support Account Detail



**Special Terms and Conditions No:** DIRTSO4160  
**Your PO Reference:**  
**CCRN Number:** 0508345431

**Support Account Reference:** 2M255001D8

HPE Reference No.: 71537726

**Equipment Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Software Update Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Hardware Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**Software Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**This quote is valid until 07/31/2022**  
**Coverage from: 08/01/2022 to: 07/31/2023**

**Service Agreement ID: 1050 8345 4330 For Support, please call: 866-211-5211**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

State contract DIR-TSO-4160 and must be sited on Purchase Order

**HU4A7AC HPE Tech Care Essential wDMR SVC**

**\*\*\* Environmental Services \*\*\***

**HPE Remote Tech Support**

Technical Support  
 General Technical Guidance  
 Essential Service Level

681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M255001D8		1	6.93
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180750		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180751		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CK		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CJ		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MW		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MX		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D6		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D5		1	8.91
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M26180752		1	6.93
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M2618074X</b>		<b>1</b>	<b>8.91</b>
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Y		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Z		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CL		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MY		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MV		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2744029F		1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D7		1	8.91

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345431**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MT			1	8.91
<b>681844-B21</b>	<b>HPE BLc7000 CTO 3 IN LCD Plat Enclosure</b>	<b>2M2532008X</b>			<b>1</b>	6.93
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XK</b>			<b>1</b>	8.91
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XB</b>			<b>1</b>	8.91
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XF</b>			<b>1</b>	8.91
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702X8</b>			<b>1</b>	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XH			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XM			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XC			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X9			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XR			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XP			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XG			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XD			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XL			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XJ			1	8.91
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XQ</b>			<b>1</b>	8.91
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XN</b>			<b>1</b>	8.91
<b>681844-B21</b>	<b>HPE BLc7000 CTO 3 IN LCD Plat Enclosure</b>	<b>2M264702YB</b>			<b>1</b>	6.93
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M2532008G</b>			<b>1</b>	8.91
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M2532008H</b>			<b>1</b>	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008L			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008M			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Q			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008R			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008V			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008W			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008D			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008F			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008J			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008K			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008N			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008P			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008S			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008T			1	8.91
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532009G			1	6.93
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y4			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XV			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XS			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y5			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y3			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y7			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XT			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XZ			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y2			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y1			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y8			1	8.91

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345431**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y6			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y0			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XY			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XW			1	8.91
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XX			1	8.91
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702Y9			1	6.93
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320091			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320093			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320096			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320097			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320099			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009B			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009D			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Y			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Z			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320090			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320094			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320095			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320098			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320092			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009C			1	8.91
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009F			1	8.91
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7R			1	7.92
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7T			1	7.92
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7Q			1	7.92
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7N			1	7.92
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7S			1	7.92
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7P			1	7.92

**Discounts**

Pre Payment HdrDisc% -1% 8.19-

**\*\*\* Hardware Support \*\*\***

**HPE Hardware Tech Support**

- Onsite Support
- Replacement Parts
- Essential Service Level
- Defective Media Retention
- Travel Zone 2

681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M255001D8			1	88.70
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180750			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M26180751			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CK			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CJ			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MW			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MX			1	63.06

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345431**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M255001D6</b>			<b>1</b>	63.06
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M255001D5</b>			<b>1</b>	63.06
<b>681844-B21</b>	<b>HPE BLc7000 CTO 3 IN LCD Plat Enclosure</b>	<b>2M26180752</b>			<b>1</b>	88.70
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M2618074X</b>			<b>1</b>	63.06
<b>727021-B21</b>	<b>HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade</b>	<b>2M2618074Y</b>			<b>1</b>	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2618074Z			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M263001CL			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MY			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MV			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2744029F			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M255001D7			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M272300MT			1	63.06
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532008X			1	88.70
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XK			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XB			1	62.37
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XF</b>			<b>1</b>	62.37
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702X8</b>			<b>1</b>	62.37
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XH</b>			<b>1</b>	62.37
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XM</b>			<b>1</b>	62.37
<b>836737-B21</b>	<b>HPE WS460c Gen9 E5-v4 CTO Server Blade</b>	<b>2M264702XC</b>			<b>1</b>	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702X9			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XR			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XP			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XG			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XD			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XL			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XJ			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XQ			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XN			1	62.37
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702YB			1	88.70
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008G			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008H			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008L			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008M			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Q			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008R			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008V			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008W			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008D			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008F			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008J			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008K			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008N			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008P			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008S			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008T			1	63.06
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M2532009G			1	88.70

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345431**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y4			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XV			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XS			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y5			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y3			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y7			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XT			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XZ			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y2			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y1			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y8			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y6			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702Y0			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XY			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XW			1	62.37
836737-B21	HPE WS460c Gen9 E5-v4 CTO Server Blade	2M264702XX			1	62.37
681844-B21	HPE BLc7000 CTO 3 IN LCD Plat Enclosure	2M264702Y9			1	88.70
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320091			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320093			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320096			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320097			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320099			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009B			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009D			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Y			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532008Z			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320090			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320094			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320095			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320098			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M25320092			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009C			1	63.06
727021-B21	HPE BL460c Gen9 10Gb/20Gb FLB CTO Blade	2M2532009F			1	63.06
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7R	04/28/2023		1	50.59
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7T	04/28/2023		1	50.59
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7Q	04/28/2023		1	50.59
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7N	04/28/2023		1	50.59
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7S	04/28/2023		1	50.59
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7P	04/28/2023		1	50.59

**Discounts**

HW Spec Neg DiscHdr% -30%

2563.50-

Pre Payment HdrDisc% -1%

59.98-

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508345431**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

**Summary of Charges**

Hardware Support	5,921.52
Hardware Support Tax TX	0.00
Hardware and Software Helpdesk Services	810.81
Hardware and Software Helpdesk Services Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>6,732.33</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.

Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Hardware products under warranty**

P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M203903RS	12/23/2020	12/22/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M203903RT	12/23/2020	12/22/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7R	04/28/2020	04/27/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7T	04/28/2020	04/27/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7Q	04/28/2020	04/27/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M203903RV	12/23/2020	12/22/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7N	04/28/2020	04/27/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7S	04/28/2020	04/27/2023	1
P09524-B21	HPE BL460c Gen10 v6 CTO Blade	2M20040G7P	04/28/2020	04/27/2023	1

# Support Account Detail

**Special Terms and Conditions No:** DIRTSO4160  
**Your PO Reference:**  
**CCRN Number:** 0508363561

**Support Account Reference:** 2M2724065Z

HPE Reference No.: 71537728

**Equipment Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Software Update Address:**  
 Fort Worth Independent School Distr  
 DIVISION OF TECHNOLOGY  
 2821 Cullen St  
 FORT WORTH TX 76107-1305

**Hardware Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**Software Contact:**  
 James Altizer  
 Tel: (817) 814-3055  
 Fax:

**This quote is valid until 07/31/2022**  
**Coverage from: 08/01/2022 to: 07/31/2023**

**Service Agreement ID: 1050 8363 5669 For Support, please call: 866-211-5211**

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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**Comment:**

State contract DIR-TSO-4160 and must be sited on Purchase Order

**HU4A7AC HPE Tech Care Essential wDMR SVC**

**\*\*\* Environmental Services \*\*\***

**HPE Remote Tech Support**

Technical Support  
 General Technical Guidance  
 Essential Service Level

<b>K2Q36B</b>	<b>HPE 3PAR 8200 2N+SW Storage Field Base</b>	<b>2M2724065Z</b>		<b>1</b>	<b>51.92</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837605F			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837605H			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837605S			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837606I			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA183760ZP			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA18376106			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837612T			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>
		2EQVRA1837616I			
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>			<b>1</b>	<b>5.94</b>



Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616O			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761FR			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761HD			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761IK			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761Q6			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RU			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RV			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RW			1	5.94
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240661			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240660			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240662			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240663			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240664			1	4.51
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837612W			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837614D			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376165			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376168			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616C			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616D			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616U			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616X			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RP			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RQ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RR			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RS			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RT			1	5.94

152 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S5			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S6			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S9			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601X			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376020			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602G			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Q			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Y			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605B			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605K			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605N			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376065			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606N			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606Z			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376070			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376149			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837614B			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837615X			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376166			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601E			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602E			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602H			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602J			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NX			1	5.94

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PC			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PG			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R3			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R5			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760T5			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CZ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D0			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761HM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NW			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OW			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760Q6			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760QJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RG			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UD			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760W6			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D2			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D5			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D8			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761FY			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761GA			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761Q3			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NV			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UT			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VP			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760W9			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760WB			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760WC			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760WG			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761B2			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761JW			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761JX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761K7			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B9			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AR			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B7			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B8			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BB			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BC			1	5.94

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508363561**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AI			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AD			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AH			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AC			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AZ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B0			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AS			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AN			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AP			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AB			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AT			1	5.94
K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M292300J5			1	51.92
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C509V				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AN				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AP				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AS				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AT				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50B1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51NI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51QI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51UR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51V9				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VG				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VR				

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VU				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VZ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51W0				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C52JX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C52KW				
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J7			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J8			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J9			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300JB			1	4.51
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J6			1	4.51
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50AU				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50BO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50CO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50HO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50HY				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50J8				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50KC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C50L7				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51A2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51UP				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51UV				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VH				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VJ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C51VX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C52KS				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	5.94
		2WSBPA183C52KV				

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C507A			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A6			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A9			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AW			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AH			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AZ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51B9			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G2			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GC			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H1			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51HE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51I1			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IY			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51J3			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51M5			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AA			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AB			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DZ			1	5.94

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LJ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VR			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BT			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51CA			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G7			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G8			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IC			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IU			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IV			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NS			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VK			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C515L			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5163			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C516D			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BX			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C1			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C2			1	5.94

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Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C3			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FR			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FY			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FZ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GE			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GP			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H4			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ID			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VS			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51X8			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KP			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5079			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509X			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509Y			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A7			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AK			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AQ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AV			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50CM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50GL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50I1			1	5.94

160 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50IO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LL			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50MB			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51V1			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VF			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VM			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WA			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51W4			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ZW			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52K3			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KO			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KQ			1	5.94
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KY			1	5.94

**HPE COE for SAP HANA SVC**

Access to HANA COE entitlement  
Lifecycle Planning Service

**HPE Lifecycle Svcs Suite for HANA SVC**

Lifecycle Services Suite

**Discounts**

SW Spec Neg DiscHdr% -24%

47.52-

Pre Payment HdrDisc% -1%

15.94-

**\*\*\* Hardware Support \*\*\***

**HPE Hardware Tech Support**

Onsite Support  
Replacement Parts  
Essential Service Level  
Defective Media Retention

**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508363561**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M2724065Z			1	36.73
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605F			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605H			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605S			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606I			1	4.85
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183760ZP			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA18376106			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA1837612T			<b>1</b>	<b>4.85</b>
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616I			1	4.85
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA1837616O			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761FR			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761HD			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761IK			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761Q6			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761RU			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761RV			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA183761RW			<b>1</b>	<b>4.85</b>
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240661			1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240660			1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240662			1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240663			1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M27240664			1	18.02
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837612W			1	4.85
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA1837614D			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA18376165			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>	2EQVRA18376168			<b>1</b>	<b>4.85</b>
<b>K2P94B</b>	<b>HPE 3PAR 8000 1.8TB+SW 10K SFF HDD</b>				<b>1</b>	<b>4.85</b>

162 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616C			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616D			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616U			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616X			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RP			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RQ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RR			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RS			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RT			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S5			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S6			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S9			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601X			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376020			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602G			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Q			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Y			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605B			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605K			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605N			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376065			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606N			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606Z			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376070			1	4.85

169 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376149			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837614B			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837615X			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376166			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601E			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602E			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602H			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602J			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NX			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OJ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PC			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PG			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R3			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R5			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760T5			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UM			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VF			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CZ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D0			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761HM			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NW			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OW			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PJ			1	4.85

164 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760Q6			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760QJ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RE			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RG			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UD			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760W6			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CX			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D2			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D5			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D8			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761FY			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761GA			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761Q3			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NV			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TL			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TO			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UT			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VJ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VM			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VP			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VX			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760W9			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760WB			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760WC			1	4.85

165 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2EQVRA183760WG				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2EQVRA183761B2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2EQVRA183761JW				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2EQVRA183761JX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2EQVRA183761K7				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B9			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AR			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B7			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BE			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BF			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B8			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BB			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BC			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AF			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AM			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AL			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AI			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AD			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AH			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AE			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AJ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AC			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AZ			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B0			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AS			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AN			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AP			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AB			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AT			1	4.85
K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M292300J5		09/03/2022	1	11.78
K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M292300J5	09/04/2022		1	36.73
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C509V				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C509V				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C50AN				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50AO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50AO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16

166 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AP	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AP		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AR	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AR			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AS			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AT			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50B1		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NI	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NI			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51QI			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UR		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51V9	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51V9		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VG	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VG		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VI	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VI		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VR	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VR		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VU	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VU			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VZ		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51W0	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51W0			1	4.85

167 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.



**Special Terms and Conditions No: DIRTSO4160**

**Your PO Reference:**

**CCRN Number: 0508363561**

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C52JX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C52KW				
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J7		09/03/2022	1	6.24
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J7	09/04/2022		1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J8		09/03/2022	1	6.24
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J8	09/04/2022		1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J9		09/03/2022	1	6.24
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J9	09/04/2022		1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300JB		09/03/2022	1	6.24
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300JB	09/04/2022		1	18.02
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J6		09/03/2022	1	6.24
E7Y71A	HPE 3PAR 8000 SFF(2.5in) Fld Int Dr Encl	2M292300J6	09/04/2022		1	18.02
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50AU				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50AU				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50BO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50BO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50CO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50CO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50KC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50KC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50L7				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50L7				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51A2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C51A2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51UP				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85

168 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UP		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UV	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UV		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VH	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VH			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VJ		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VX	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VX			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KS		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KV	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KV		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C507A	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C507A			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A6		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A9	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A9		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AW	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AW		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AX	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AX		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DE	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DE		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AE	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AE			1	4.85

169 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AH				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AH				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AZ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51B9				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51B9				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51HE				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51I1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51I1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IY				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IY				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51J3				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51M5				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AA				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AB				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AB				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/03/2022		1	4.16

170 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DZ	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DZ		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LJ	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LJ		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VR	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VR			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BO		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BT	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BT			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51CA			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G7			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G8		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GX	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GX			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IC		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IF	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IF		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IU	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IU			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IV			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IX		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NS	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NS			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VK			1	4.85

171 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C515L				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5163				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C516D				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C516D				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C3				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C3				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FY				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FY				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FZ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FZ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85

172 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GE			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GF		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GP	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GP		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H4	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H4			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ID		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UO	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UO		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VS	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VS		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51X8	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51X8		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KP	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KP			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5079		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509X	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509X		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509Y	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509Y		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A7	09/04/2022		1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A7			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AK			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AQ			1	4.85

173 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50AV				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50AV				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C50CM				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C50GL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50I1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50I1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C50IO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50LL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50LL				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C50MB				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C50MB				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51V1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C51V1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C51VF				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51VM				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C51VM				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51VO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C51VO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD			09/03/2022	1	4.16
		2WSBPA183C51WA				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD		09/04/2022		1	4.85
		2WSBPA183C51WA				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C51W4				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C51ZW				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85
		2WSBPA183C52K3				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	4.85

174 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KO			1	4.85
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KQ		09/03/2022	1	4.16
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KY	09/04/2022		1	4.85
		2WSBPA183C52KY				

**Discounts**

HW Spec Neg DiscHdr% -30%

762.00-

Pre Payment HdrDisc% -1%

17.84-

**\*\*\* Software Support \*\*\***

**HPE Software Updates SVC**

License to Use & SW Updates  
 Electronic SW Information  
 HPE Recommended SW Upd Method  
 HPE Recommended Doc Upd Method  
 Tech Care

K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M2724065Z			1	18.81
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605F			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605H			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605S			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606I			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760ZP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376106			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837612T			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616I			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616O			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761FR			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761HD			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761IK			1	1.98

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Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761Q6			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RU			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RW			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837612W			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837614D			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376165			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376168			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616C			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616D			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616U			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837616X			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RQ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RR			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RS			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761RT			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S5			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S6			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761S9			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601X			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376020			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602G			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Q			1	1.98

176 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837603Y			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605B			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605K			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837605N			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376065			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606N			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837606Z			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376070			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376149			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837614B			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837615X			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA18376166			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837601E			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602E			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602H			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA1837602J			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PG			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R3			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760R5			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760T5			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98

177 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UM			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760VF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CZ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D0			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761HM			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NW			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760OW			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760PJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760Q6			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760QJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760RG			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760UD			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760W6			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761CX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D2			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D5			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761D8			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761FY			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761GA			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183761Q3			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760NV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2EQVRA183760TO			1	1.98

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Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760UT				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760VJ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760VM				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760VP				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760VX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760W9				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760WB				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760WC				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183760WG				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183761B2				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183761JW				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183761JX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2EQVRA183761K7				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B9			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AR			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B7			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B8			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BB			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0BC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AM			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AI			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AD			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AH			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AZ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0B0			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AS			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AN			1	1.98

179 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AB			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	6C3740N0AT			1	1.98
JG838A	HPE 5900CP 48XG 4QSFP+ Switch	CN62GD700L			1	0.00
JG838A	HPE 5900CP 48XG 4QSFP+ Switch	CN62GD7017			1	0.00
K2Q36B	HPE 3PAR 8200 2N+SW Storage Field Base	2M292300J5			1	18.81
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C509V				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AN				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AO				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AP				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AS				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50AT				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C50B1				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51NI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51QI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51UR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51V9				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51VG				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51VI				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51VR				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51VU				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51VZ				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C51W0				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C52JX				
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD				1	1.98
		2WSBPA183C52KW				

180 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AU			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50BO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50CO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50HO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50HY			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50J8			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50KC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50L7			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51A2			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VH			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KS			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C507A			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A6			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A9			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AW			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AH			1	1.98

181 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51AZ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51B9			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G2			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H1			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51HE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51I1			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IY			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51J3			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51M5			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AA			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AB			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50DZ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LJ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VR			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BT			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51CA			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G7			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51G8			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GX			1	1.98

182 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IC			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IU			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51IX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51NS			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VK			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50VL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C515L			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5163			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C516D			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51BX			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C1			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C2			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51C3			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FR			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FY			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51FZ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GE			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51GP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51H4			1	1.98

183 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.



Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ID			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51UO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VS			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51X8			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KP			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C5079			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509X			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C509Y			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50A7			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AK			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AQ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50AV			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50CM			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50GL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50I1			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50IO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50LL			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C50MB			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51V1			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VF			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VM			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51VO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51WA			1	1.98

184 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Special Terms and Conditions No: DIRTSO4160

Your PO Reference:

CCRN Number: 0508363561

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51W4			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ZW			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52K3			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KO			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KQ			1	1.98
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KY			1	1.98

**Discounts**

SW Spec Neg DiscHdr% -24%	12.00-
Pre Payment HdrDisc% -1%	5.18-

**Summary of Charges**

Hardware Support	1,760.16
Hardware Support Tax TX	0.00
Hardware and Software Helpdesk Services	1,574.54
Hardware and Software Helpdesk Services Tax TX	0.00
SW Updates eDelivery	512.82
SW Updates eDelivery Tax TX	0.00
<b>TOTAL INCLUDING TAX</b>	<b>3,847.52</b>

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.  
Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

**Hardware products under warranty**

K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51W4	06/08/2019	09/01/2022a)	1
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C51ZW	06/08/2019	09/01/2022a)	1
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52K3	06/08/2019	09/01/2022a)	1
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KO	06/08/2019	09/01/2022a)	1
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KQ	06/08/2019	09/01/2022a)	1
K2P94B	HPE 3PAR 8000 1.8TB+SW 10K SFF HDD	2WSBPA183C52KY	09/04/2019	09/03/2022a)	1

185 Standard warranty applies after contract end date

Please refer to the payment schedule for prices to be invoiced yearly in advance.

**Payment Schedule as of 04/14/2022**

**AMP ID: AMP FORTWORTH**

**Settlement Period from: From: 08/01/2022 to: 07/31/2023**

Support Account Reference	08/01/2022	07/31/2023
2M255001D8	78,086.46	
2M2724065Z	41,913.28	
<b>Total for the period</b>		
<b>AMP FORTWORTH</b>	<b>119,999.74</b>	

Applicable tax to be added to the invoice.

Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

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

Contract Number

# DIR-TSO-4160

Contract Term Date: **10/02/22** ⓘ

Contract Expiration Date: **10/02/24** ⓘ

## Vendor Information

[Hewlett Packard Enterprise Company](#)

### VENDOR CONTACT:

[Jacklyn Smith](#) ↗

Phone: (207) 494-6436

[Vendor Website](#) ↗

### DIR CONTACT:

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

Vendor ID: **1473298624600**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-417**

Contract Status: **Active**

## Contract Overview

Hewlett Packard Enterprise Company offers servers, storage, networking, support and other technology products and services through this contract. Available brands include: HPE, Nimble, Micro Focus, Cray, DataDirect and many other third-party products; See Available Brands on this contract web page. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 10/2/2022.

## Contract Details & Ordering Information

### Products & Services

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

### Products & Services

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

- Maintenance - Hardware
- Technical Services

### MORE INFORMATION

[Vendor Website](#) ↗

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

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 26, 2022**

**TOPIC: 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**

**BACKGROUND:**

This is a renewed Shares Service Agreement (SSA). As a Local Education Agency (LEA), Fort Worth ISD is required by law to provide equitable services to private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area, under Every Student Succeeds Act, section 1117 (20 U.S. Code 6320).

Region 11 will be the pass-through agency and provide instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools through an interlocal agreement with Fort Worth ISD.

The agreement shall include the following services:

**Title I:**

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of economically disadvantaged students residing within the District, but attending private nonprofit schools; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title I, including:
  - Ongoing negotiation of services for identified students;
  - Development of a personal academic plan for identified students in the targeted private nonprofit programs; and
  - Access to allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports, as necessary.
- Act as fiscal agent for the District's Title I set-aside funds, including tracking and controlling inventory placed in private nonprofit schools.

**Title II:**

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of private nonprofit schools desiring to take part in Title II services; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title II, including:
  - Provide professional development at the private nonprofit campus site;
  - Provide access to Region 11 training, including institutes, speakers, and conferences; and
  - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the District's Title II set-aside funds, including tracking and controlling inventory placed in private nonprofit schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

**Title III:**

- Hire and retain qualified personnel sufficient to assist the LEA with Title III private nonprofit obligations.
- Provide the LEA with:
  - Location and identification of private schools desiring to take part in Title III services; and
  - Data for applications and compliance reports, as necessary.
- Provide direct services to private nonprofit schools as required by Title III, including:
  - Provide professional development at the private nonprofit campus site;
  - Provide access to Region 11 training, including institutes, speakers, and conferences;
  - Determine eligible students who are English language learners; and
  - Arrange travel and registration to other allowable professional development, upon request.
- Report all required data to the LEA prior to required reports.  
Act as fiscal agent for the District's Title III set-aside funds, including tracking and controlling inventory placed in private nonprofit schools and ensuring that administrative costs do not exceed the allowable limits for Title III.

The service provider will provide Fort Worth ISD with the data required to complete compliance reports. The funds to provide the services are included in these grants and will not impact local funds. Administration costs for 2022-2023 should not exceed \$90,500.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

Special Revenue	211-21-6239-04Y-999-24-510-000000-23F10
	255-21-6239-04Y-999-24-528-000000-23F28
	263-21-6239-04Y-999-25-590-000000-23F90

**COST:**

**2022-2023 Required Set-Aside Not-to-Exceed:**

Title I, Part A.....	\$586,432
Title II, Part A.....	\$281,712
Title III, Part A.....	\$24,225

**2022-2023 Region 11 Administration of Programs:**

Title I, Part A.....	\$50,000
Title II, Part A.....	\$20,000
Title III, Part A.....	\$12,500

**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 11, Contract 45451. 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:**

Private nonprofit schools that serve economically disadvantaged children who reside in the Fort Worth ISD attendance area.

**RATIONALE:**

Region 11 will provide services to participating private nonprofit schools through a Shared Services Agreement. Approval of this request will:

1. Increase efficiency in the provision of services and resources to participating private nonprofit schools, as required by law.
2. Minimize the administrative cost of the program so that district resources can be allocated to other priorities.
3. Facilitate compliance with Texas Education Agency requirements.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**        **APPROVE MEMORANDUM OF UNDERSTANDING TO PURCHASE TRAINING FOR DYSLEXIA TEACHERS**

**BACKGROUND:**

This Memorandum of Understanding is an initial contract for ten (10) Dyslexia Teachers to participate in a two (2) year Diagnostician Preparation Program leading to an Education Diagnostician certification. The contract for services will begin August 1, 2022, and end on June 30, 2024. Fort Worth Independent School District was awarded a Texas Education Agency (TEA) Dyslexia Grant to fund this two (2) year program. The District has received funds for year one (1) of the program in the amount of \$22,000. The District will receive \$40,000 to fund year two (2) of the program contingent on the awarding of the grant.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding to Purchase Training for Dyslexia Teachers
2. Decline to Approve Memorandum of Understanding to Purchase Training for Dyslexia Teachers
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Memorandum of Understanding to Purchase Training for Dyslexia Teachers

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

Special Revenue                      429-13-6239-0D8-999-37-209-000000-22S36

**COST:**

Year One (1) - \$22,000  
Year Two (2) - \$40,000

**VENDOR:**

Region 10 Education Service Center

**PURCHASING MECHANISM:**

**Interlocal Agreement**

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through Region 10 Education Service Center. 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:**

Dyslexia Services Department: Ten Dyslexia Teachers

**RATIONALE:**

This Diagnostician Preparation Program will allow Dyslexia Teachers to become Certified Education Diagnosticians to assist with the identification of students in need of special education services including specialized instruction for identified students with dyslexia.

**INFORMATION SOURCE:**

Marcey Sorensen

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**the FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**And**  
**EDUCATION SERVICE CENTER REGION 10**  
**Regarding**  
**COLLABORATION ON GROW YOUR OWN PROGRAM**

This MEMORANDUM OF UNDERSTANDING (“Agreement” or “MOU”) is made 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”) and the Education Service Center Region 10 (“ESC R10”) for a cooperative educational program (“Program”) leading to a Texas Educational Diagnostician Certification.

**I. FWISD AGREES TO:**

- A. Identify potential employees eligible to participate in the ESC Region 10’s Educational Diagnostician Certification Program in Spring 2022.
- B. Staff from FWISD, along with ESC Region 10 staff, will ensure that program participants meet the Educational Diagnostician Certification Program academic standards for the Educator Preparation Program (EPP).
- C. For each cohort of candidates, FWISD will pay fees for the coursework/training and internship/practicum field experience as the fees are required. Cost per participant is \$2,200 for coursework/training for the 2022-2023 school year and \$4,000 for internship/practicum for the 2023-2024 school year. Total fees will not exceed \$22,000 for coursework/training for the 2022-2023 school year and \$40,000 for internship/practicum the 2023-2024 school year for ten participants.
- D. Staff from FWISD will lead in the recruitment and ESC Region 10 will enroll candidates in the EPP. Candidates entering the program must meet all ESC R10 admission standards for the Educational Diagnostician Certification Program.
- E. One FWISD staff member will be assigned by FWISD to maintain collaborative planning with ESC Region 10 on an ongoing basis.
- F. FWISD will provide access to test kits for program participants for them to practice administering assessments and for completing assignments.
- G. FWISD will provide a site supervisor/mentor during the internship/practicum field experience.

**II. ESC Region 10 AGREES TO:**

- A. Region 10 Education Preparation Program (EPP) will provide a minimum of 300 clock hours of coursework for Professional Certification. Supervision of each candidate for Professional Certification will be conducted by an ESC Region 10 EPP field supervisor. The field supervisor shall document professional practices observed, provide written feedback through an interactive conference with the candidate, and provide a copy of the written feedback to the candidate and site supervisor. Within the first three (3) weeks of the assignment, the field supervisor will make initial contact with the candidate by telephone, e-mail, or electronic communication. Observations will be conducted by the field supervisor throughout the internship/practicum and each at least forty-five (45) minutes in duration. The EPP will provide the first observation/meeting within the first 6 weeks of the internship/practicum. An EPP will provide a minimum of three (3) observations during the term of the field experience.
- B. ESC Region 10 will collaborate with FWISD in identifying and selecting candidates for the program.
- C. ESC Region 10 will invoice FWISD for the cost of the coursework/training in August 2022 for all FWISD cohort candidates. In August/September 2023, ESC Region 10 will invoice FWISD for the cost of the internship/practicum field experience for all FWISD cohort candidates. Cost per participant is \$2,200 for coursework/training for the 2022-2023 school year and \$4,000 for internship/practicum for the 2023-2024 school year. Total fees will not exceed \$22,000 for coursework/training for the 2022-2023 school year and \$40,000 for internship/practicum the 2023-2024 school year for ten participants.
- D. In the event a candidate withdraws from the program prior to completion, ESC Region 10 will retain all fees due up to and including the course the candidate is currently enrolled.
- E. ESC Region 10 will oversee the EPP and follow all state guidelines.
- F. ESC Region 10 will provide appropriate steps to meet safety and security requirements for the ESC Region 10 classes.
- G. ESC Region 10 staff will confer on a periodic basis (at least annually) with staff in FWISD to ensure alignment of the ESC Region 10 EPP.
- H. ESC Region 10 will provide participants with protocols/test record forms and scoring software access.
- I. ESC Region 10 will award mentors/site supervisors in FWISD with fifty (50) hours of professional development

upon completion of mentor/site supervisor requirements.

- J. ESC Region 10 will complete all the necessary paperwork for certification including, but not limited to, the application process, collection of evaluations, TExES certification exam scores, certification recommendations, program assessments, and program recommendations.

**III. BOTH PARTIES AGREE:**

Each spring prior to May, the parties agree to identify and pursue the resolution of any issue related to the implementation of this Agreement including, but not limited to, those related to financing, course scheduling, technology, internet access, and other available resources.

**IV. TERMS AND TERMINATION:**

The term of this Agreement will begin upon receiving approval from both parties and will extend through June 30, 2023, and may be extended upon the mutual consent, in writing, of both Parties. Either party may terminate this Agreement upon 90-day advance notice, in writing, to the other party.

**V. MISCELLANEOUS:**

- A. **Assignability** - Neither party may assign its rights or duties under this Agreement without the prior written consent of the other Parties.
- B. **Notice** - Any notice, demand, or communication required, permitted, or desired to be given under this Agreement, shall be deemed effectively given when delivered personally, sent by telecopy, or mailed by prepaid Certified Mail, return receipt requested, addressed to the Party at the following addresses:

Fort Worth ISD: Kent P. Scribner, Superintendent  
Fort Worth Independent School District  
100 N. University Drive  
Fort Worth, Texas 76107

With a copy to: Office of Legal Services  
Fort Worth Independent School District  
100 N. University Dr. Suite SW172  
Fort Worth, Texas 76107

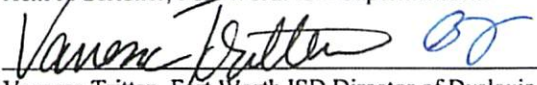

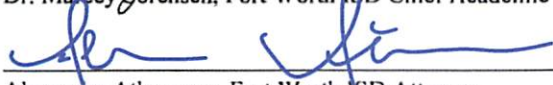
ESC R10 Gordon D. Taylor, Executive Director  
Education Service Center Region 10  
400 E. Spring Valley Road  
Richardson, TX 75081-5101

- C. **Enforceability** - Should any provision of this Agreement be held invalid or unconstitutional by any governmental body or court of competent jurisdiction, that holding shall not diminish the validity of any other provision of this Agreement.
- D. **Governing Law** - This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.
- E. **Construction** - Common nouns and pronouns and all other terms shall be deemed to refer to the masculine, feminine, neutral, and singular and/or plural, as the identity of the person or persons, firm, or association may in the context require.
- F. **Binding Effect**- The provisions of the Agreement shall inure to the benefit of, and shall be binding upon the personal representatives, successors, assigns, estates, and legatees of each of the parties.
- G. **Multiple Copies** - this Agreement and its Amendments, if any, shall be in writing and may be executed in multiple copies. Each multiple copy, if any, shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

- H. **Waiver of Breach** - The waiver by either Party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision. 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.
- I. **Entire Agreement** - This Agreement constitutes the Entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous agreements, understandings or negotiations between the parties. This Agreement shall not be modified or amended, except in a written instrument executed by both Parties.
- J. ESC R10 and FWISD shall each release information to the extent required by the Texas Public Information Act and other applicable law.
- K. Any disclosures of candidate information by FWISD and/or ESC Region 10 for the purposes of the Agreement shall be in accordance with Health Insurance Portability and Accountability Act (HIPAA), as applicable, and the Family Educational Rights and Privacy Act (FERPA).
- L. Any complaints or grievances by or about candidates will be addressed in a collaborative manner that ensures program integrity and compliance with the written policies of each entity.
- M. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. FWISD 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 FWISD incurring any liability to ESC R10 as a result of such termination, including early termination charges. If FWISD terminates this Agreement pursuant to this paragraph, ESC R10 will have the right to collect and retain payment for services rendered to FWISD through the termination date but will not be entitled to any early termination charges.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals effective as the date and year first above written.

**For Forth Worth ISD:**

_____	_____
Tobi Jackson, Fort Worth ISD Board President	Date
_____	_____
Kent P. Scribner, Fort Worth ISD Superintendent	Date
	06/13/22
Vanessa Tritten, Fort Worth ISD Director of Dyslexia Services	Date
	06/13/2022
Dr. Marcey Sorenson, Fort Worth ISD Chief Academic Officer	Date
	6/23/2022
Alexander Athanason, Fort Worth ISD Attorney	Date

**For ESC R10:**

_____	_____
Gordan Taylor, Region 10 ESC Executive Director	Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND THE TARRANT COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP) FOR THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP), subject to the approval of the Texas Juvenile Probation Commission.

The Tarrant County Juvenile Board, in cooperation with the school districts in Tarrant County, will provide a Juvenile Justice Alternative Education Program as specified in Chapter 37 of the Texas Education Code; either through the direct provisions of services or a contractual agreement with an education provider. The Memorandum of Understanding between the Juvenile Board and the District of Tarrant County outlines the financial and other operational agreements between the two (2) entities. Fort Worth ISD will pay \$129 per day, for every day of attendance, in an amount not-to-exceed \$100,000 annually, for students that may be expelled under Subsections 37.007(b),(c),(f) or removed under Sections 37.309.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between the Fort Worth Independent School District and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2022 - 2023 School Year
2. Decline to Approve Memorandum of Understanding Between the Fort Worth Independent School District and the Tarrant County Juvenile Justice Alternative Education Program (JJAEP) for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

**FUNDING SOURCE:**        *Additional Details*

General Fund                      199-95-6223-001-999-24-393-0000

**COST:**

\$100,000

**VENDOR:**

Tarrant County Juvenile Justice Alternative Education Program

**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:**

Student Discipline and Placement

**RATIONALE:**

Chapter 37 of the Texas Education Code requires counties with a population greater than 125,000 to develop a Juvenile Justice Alternative Education Program (JJAEP) for expelled students pending adjudication and/or under court supervision.

**INFORMATION SOURCE:**

Cherie Washington

# Attachment "A"

## JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM IN TARRANT COUNTY MEMORANDUM OF UNDERSTANDING

**Term of Agreement:** August 1, 2022 – July 31, 2023

**TARRANT COUNTY JUVENILE BOARD  
TARRANT COUNTY JUVENILE SERVICES  
TARRANT COUNTY PUBLIC SCHOOL DISTRICTS  
TARRANT COUNTY JUVENILE COURT**

This memorandum of understanding (MOU) is entered into pursuant to Chapter 37, Texas Education Code, by and between certain Texas public school districts in Tarrant County ("Districts"), as indicated by the signatures of their representatives to this Memorandum hereinbelow and the Juvenile Board of Tarrant County.

**WHEREAS**, Tarrant County, Texas has a population greater than 125,000, and therefore, the Tarrant County Juvenile Board is required to develop a Juvenile Justice Alternative Education Program (JJAEP) subject to the approval of the Texas Juvenile Justice Department; and

**WHEREAS**, the Districts of Tarrant County desire to participate in and positively support the Program.

**NOW, THEREFORE**, the Districts and the Juvenile Board, in consideration of the recitals set forth above and the terms, covenants, and conditions set forth herein, agree as follows:

1. **Subject Of Agreement:** The Juvenile Board, in cooperation with the Districts, will provide the juvenile justice alternative educational programming as specified in Chapter 37, Texas Education Code, either through the direct provision of services or through a contractual agreement with an education provider. The programming will be managed by Tarrant County Juvenile Services ("TCJS"), subject to the oversight of the Juvenile Board. TCJS and its authorized representatives and employees shall be the contact point for the districts regarding JJAEP matters.
2. **School Districts:** The Juvenile Board will offer JJAEP services for the benefit of any school district located, in whole or in part, in Tarrant County, Texas, for students of the district who reside in Tarrant County or whose managing conservator, joint managing conservator, or possessory conservator reside in Tarrant County. The districts include:

Arlington  
Azle  
Birdville  
Burleson  
Carroll  
Castleberry  
Crowley  
Eagle Mountain-Saginaw  
Everman

Fort Worth  
Grapevine-Colleyville  
Hurst Euless Bedford  
Keller  
Kennedale  
Lake Worth  
Mansfield  
Northwest  
White Settlement



3. **Location:** The JJAEP will be provided in a facility operated and maintained by Tarrant County, Texas or through a contractual agreement with an education provider. Facilities must comply with all applicable federal, state, county and city regulations.
4. **Enrollment:** Texas Education Code, Chapter 37.010 (a) requires that every expelled student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. The JJAEP will provide services to students expelled under the mandatory expulsion criteria in Chapter 37.007, (a), (d), or (e), or who are ordered to attend the JJAEP by the Juvenile Court.

The JJAEP will also provide services to students grade levels 6<sup>th</sup> – 12<sup>th</sup> or ages 12 – 17 expelled under the discretionary expulsion criteria in Chapter 37.007 (b), (c), (d), (f), or (i), or Chapters 37.0052 or 37.0081; and who are referred to the JJAEP by a school district. Discretionary referrals will be accepted on an as space is available basis.

Each District will provide the Director of TCJS a viable estimate of the number of projected discretionary student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30<sup>th</sup> each year. (Attachment A)

The Juvenile Board will provide JJAEP services to expelled students who are less than eighteen (18) years of age. Students referred eighteen (18) years of age or older will be reviewed for admission on an individual basis and will be admitted or denied at the sole discretion of the Director of TCJS. The JJAEP will be required to begin enrollment proceedings within two (2) working days of receipt of referral, and the student will attend the JJAEP within two (2) working days of the initiation of enrollment proceedings. Upon expulsion to JJAEP, parents electing to place their child in a private or home school will be required to meet with a TCJS Probation Officer for intake and will provide private school information or home school curriculum information to the Probation Officer. The Probation Officer will review the terms of the expulsion order and all applicable terms of probation. If the District Court does not intervene by ordering this student to attend the JJAEP, then TCJS will notify the District liaison of the parent's decision to place their child in private or home school.

5. **Referral:** If a student is expelled under the mandatory or discretionary Title 5 felony expulsions provisions, the referral to TCJS requires a copy of law enforcement's written notification to the school district of the arrest or referral to TCJS. If a student is removed to the JJAEP under the registered sex offender provision, the referral to TCJS requires official documentation of this registration. All referrals should be completed on the "Independent School District Removal and Expulsion Notification to Tarrant County Juvenile Services" form with the following attachments: expulsion order, sending school withdrawal form with grades, recent report card, status of LEP if applicable and any accompanying documentation regarding testing exemptions, high school transcript, STAAR/EOC test profile sheet, recent STAAR/EOC scores, graduation plan, immunization record, special education records including recent

admission review and dismissal (ARD) report, manifestation determination (ARD), individual education plan (IEP), modifications necessary for success in general education program, psychological assessment, and application for free and reduced priced meals.

6. **Reimbursement:** (A) From August 1, 2022 to July 31, 2023, the Juvenile Board will provide an alternative education program for expelled students who meet the criteria of Chapter 37, Section 37.007 (a), (d), or (e), as outlined by the Texas Juvenile Justice Department, including mandatory expulsions when the adjudication petition is not sustained or if the proceeding is dismissed. The state will pay \$86.00 a day for each day of attendance. (B) Each school district that refers a student expelled under Chapter 37.007 (b), (c), or (f) or removed under 37.309 will pay \$129.00 a day for every day of attendance. In the event of school closure, due to severe community health issue, disaster, flood or extreme weather condition, said school district will pay \$125.00 a day during any such closure for up to five (5) school calendar days. Payments will be made within thirty (30) days of receipt of an invoice from TCJS. Districts placing discretionary students in the JJAEP agree up to a 180 days regular school year, and up to a 35 days summer school program.
7. **Due Process:** Students who are expelled from the school district setting will be afforded due process within the respective school district as provided by school district policy and federal and state law.
8. **Notice:** (A) For purposes of this agreement and pursuant to the Texas Family Code, Section 52.041 (e), notice by a school district of an expulsion must be provided to Tarrant County Juvenile Services, 3131 Sanguinet, Fort Worth, Texas 76107, within two (2) working days of the expulsion order. Failure to timely notify Juvenile Services will result in the District's duty to compel the student to continue attending the school district's educational program, which will be provided to that student until such time as the notification to Juvenile Services is properly made. (B) Juvenile Services will provide notification to school districts of action taken regarding expulsion referrals within two (2) working days of the disposition of those cases identified in accordance with Texas Family Code, Section 52.041 (d).
9. **Placement Term:** For each student expelled under mandatory and discretionary expulsion criteria, who is placed in the JJAEP by a District or TCJS, the minimum term of such placement will be coterminous with the term of the student's expulsion from school. The minimum placement in JJAEP will be 60 successful days of attendance with appropriate behavior. This 60-day minimum placement does not prevent a school district from assigning an initial placement longer than 60 days. The maximum placement shall be twelve (12) months. Through mutual agreement with JJAEP and the local ISD a student may be expelled longer than a calendar year. The JJAEP may offer incentives for positive behavior which may include up to a 20-day reduction in the expulsion term. District expulsion orders will require the student to successfully complete all program requirements of the JJAEP. A weekly attendance and behavioral progress record will be provided to the districts. For each student expelled under the mandatory expulsion criteria who is placed at the JJAEP, the Juvenile Court will consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody,

deferred prosecution, or probation. Upon the student meeting all expulsion and Court requirements or the JJAEP receiving official documentation that the off-campus Title 5 felony charges leading to the expulsion have been dismissed or reduced to a misdemeanor offense, the student's enrollment will be transferred to the district of residence. The student's assignment at the district of residence will be within the sole discretion of the district of residence.

10. **District Liaison:** The District will appoint a person to coordinate referral and transition services and communications related to the intake, educational programming and the transition back to the district for students who have fulfilled all conditions of expulsion and/or court-ordered placement at the JJAEP.
11. **Transportation:** Transportation of students to the JJAEP is the responsibility of the student and/or their parents. Special Education students' transportation to the JJAEP (as a related service) will be reviewed by the district ARD committee prior to placement, and may be provided as determined by District policy. In circumstances where transportation services are provided by the JJAEP, the school district will provide a designated, supervised pick-up and drop-off point for JJAEP students from their district. Tarrant County shall be reimbursed for appropriate transportation expenses as provided by law. The reimbursement terms shall be negotiated by the Board, or its representative, and all applicable school districts, individually or collectively, as appropriate.
12. **Instructional Program:** The JJAEP will provide instruction in English Language Arts, Math, Science, Social Studies, and self-discipline.
13. **Academic Progress Review:** The JJAEP will ensure a review of student's academic progress with each enrolled student and with the student's parent/guardian at every JJAEP grade reporting period (not to exceed six (6) weeks), and at discharge.
14. **Graduation Plan:** The District and JJAEP will ensure the development of a specific graduation plan for each enrolled high school student. The JJAEP will review a student's progress toward meeting high school graduation requirements at the end of every semester. The District will consider work completed and/or course credit earned in the JJAEP as credit earned at a district school.
15. **Special Education/ESL/504 Services:** The JJAEP must be notified in writing and invited to participate in all ARD committee meetings scheduled to consider placement at the JJAEP for a special education student. The District Liaison is responsible for notifying all parties involved. Prior to the ARD, the District will contact the JJAEP Coordinator of Educational Services to discuss the student transition plan. Students with disabilities who are placed in the JJAEP will be afforded education services determined by a duly constituted ARD committee to be appropriate for the student to receive a free and appropriate public education as defined by Federal and State laws. Both those educational and non-educational services to be provided in accordance with the student's IEP which are not statutorily required to be provided by the JJAEP will be provided by the school

district. The district will be responsible for annual ARDs, three-year re-evaluation ARDs, and assessments.

The JJAEP provider may request in writing to the District Liaison the evaluation of a JJAEP student to review or determine the need for special education and related services. The district will prioritize these requests.

The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). Documentation of the LPAC determinations will be provided and maintained by the sending districts.

The JJAEP must be notified, in writing at the time of referral, of all students who require 504 accommodations. The JJAEP will provide 504 accommodations as indicated and in conjunction with the sending district.

16. **Transition Process:** In anticipation that a student is going to meet the district expulsion order and Court requirements, the JJAEP will contact the District Liaison 7-10 days prior to the anticipated release date to determine the student's placement upon return. The JJAEP will complete the exit packet, and coordinate the student's transition with the parent and receiving school. JJAEP follow-up services will be available for up to six (6) months after discharge when requested by the school district, parent, or student.
17. **Student Codes of Conduct:** The Juvenile Board will ensure the development and adoption of a Student Code of Conduct for students enrolled in the JJAEP. In order to facilitate student transition planning, the District will file with the Juvenile Board a copy of the District's approved Student Code of Conduct. The TEC 37.007 (c) defines the serious misbehaviors for which a student may be placed in the JJAEP, if the conduct occurs while the student is enrolled in the District's Alternative Education Program ("DAEP").
18. **Compulsory Attendance:** The JJAEP will enforce the compulsory attendance laws for students enrolled in the program. The JJAEP will notify the district liaison when a student fails to enroll, and the District will enforce the compulsory attendance laws as to that student. The JJAEP will provide the district liaison a preliminary JJAEP school calendar for the upcoming school year by August 1<sup>st</sup> each year.
19. **Term:** The term of this agreement will commence on the 1st day of August 2022 and will end on July 31, 2023.
20. **Disclosure of Interested Parties:** All signatures acknowledge that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_ Independent School District Tarrant County

By: \_\_\_\_\_  
Board of Trustees, President

By:   
Juvenile Board, Chairman

Attest:

By:   
Director, Juvenile Services

By: \_\_\_\_\_  
Board of Trustees, Secretary



Recommended:

AP  
6/23/2022

By: \_\_\_\_\_  
Superintendent

# Attachment A

## JJAEP School Year Projections Report

The Memorandum of Understanding states:

Each District will provide the Director of TCJS a viable estimate of the number of projected **discretionary** student attendance days to be utilized for the upcoming school year by completing the JJAEP School Year Projections report by June 30th each year.

### Projected # of new discretionary referrals to the JJAEP for the 2022/2023 School Year:

Priority 1

# of new discretionary Title 5 felonies and registered sex offender referrals:

8

Priority 2

# of other new discretionary referrals accompanied by a felony, class A or B misdemeanor law enforcement report #:

0

Priority 3

# of other new discretionary referrals, such as serious misbehavior while in a DAEP:

0

\*\*\*\*\*

Projected # of discretionary student attendance days to be utilized at the JJAEP for the 2022/2023 School Year:

8

Fort Worth ISD

District

Cynthia Sanmarco

District Liaison Signature

6.13.22

Date

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY OF TARRANT  
STATE OF TEXAS**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

*Justin K. Foster*  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY JUVENILE SERVICES OPERATING THE LYNN W. ROSS JUVENILE DETENTION CENTER****

**BACKGROUND:**

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Lynn W. Ross Juvenile Detention Center is a residential facility for the delinquent youth located within Fort Worth ISD (FWISD) and operated by the Tarrant County Juvenile Department, an agency of the county of Tarrant that provides 24-hour care, control, custody for the students between the ages of ten (10) and seventeen (17) years old. FWISD funds six (6) Full-Time Equivalent (FTE) teacher positions for this location.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement

**ALTERNATIVES:**

- 1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center
- 2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County Juvenile Services Operating the Lynn W. Ross Juvenile Detention Center
- 3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

No Cost                               Not Applicable



**COST:**

No Cost

**VENDOR:**

Tarrant County Juvenile Services – Lynn W. Ross Juvenile Detention Center

**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:**

Student Discipline and Placement

**RATIONALE:**

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency and the Texas Juvenile Justice Department, by cooperative effort, shall develop and by rule adopt a memorandum of understanding.

**INFORMATION SOURCE:**

Cherie Washington

## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of July 2022 (the "Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and Tarrant County Juvenile Services operating the Lynn W. Ross Juvenile Detention Center, at 2701 Kimbo Road, Fort Worth, Texas, 76111, a non-profit organization whose principal place of business is located within Tarrant County, Texas. (hereinafter the "Facility").

WHEREAS, this Memorandum of Agreement between the District and the Facility; and,

WHEREAS, Facility has been developed to provide a written document on the relationship that exists in regard to federal programs; and,

WHEREAS, the Texas Education Agency in the school year 2022-2023 Standard Application System (SAS,) which includes the program(s) listed in the second paragraph, requests the date of a written agreement and,

WHEREAS, Special Education is not included in the SAS; and,

WHEREAS, the District will provide support from Elementary and Secondary Education Act (ESEA) Title I, Part D., Subpart 2, through negotiated participation in activities; and,

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the Texas Education Agency (TEA), and TEA will advise the Fort Worth Independent School District of the numbers of students to be served and the amount of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### TERMS AND CONDITIONS:

#### Term

The term of this Agreement (the "Term") is for the 2023 Fiscal Year which is from July 1, 2022, through June 30, 2023, unless earlier terminated by either party upon thirty (30) days written notice. The term of this Agreement may be further extended by mutual written agreement signed by the parties.

#### Description of Professional Services

Scope of services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and, or employment; and
- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities.
- Provide dropout prevention programs that serve at-risk children and youth identified as school-

aged individuals who are at-risk of academic failure, have a drug or alcohol problem, are pregnant or are parent(s), have previously come into contact with the juvenile justice system, are at least 1 year behind the expected grade level for the age of the individual, are migrant or an immigrant, have limited English proficiency, are gang member(s), has previously dropped out of school, or have a high absenteeism rate at school.

- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education.
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education.
- Provide programs providing mentoring and peer mediation.

#### Implementation of Services

- Ensure, to the extent possible, that the educational programs in the correctional facility are coordinated with the student's home school, particularly with respect to students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the correctional facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the correctional facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the correctional facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the correctional facility and the community school;
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220), and vocational and technical educational funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention

Act of 1974 and other comparable programs, if applicable; and

- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

**Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**Non-discrimination**

The parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or any other legally protected category.

**Public Information**

This Agreement is subject to the provisions of the Texas Public Information Act, Section 552 *et seq* of the Texas Government Code. The Fort Worth Independent School District shall disclose the existence, subject matter, and costs of this Agreement, as provided by law.

**Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

**Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

**Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

As to Facility:        **Bennie Medlin**  
Director and Chief Juvenile Probation Officer  
Tarrant County Juvenile Services-Lynn W. Ross Juvenile Detention Center  
2701 Kimbo Rd.  
Fort Worth, Texas 76111

As to the District:   **Dr. Kent Scribner**  
Superintendent  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107

With a copy to:      **Mirgitt Crespo**  
Grants and Development Interim Senior Officer  
Federal Programs  
Fort Worth Independent School District  
100 North University Drive  
Fort Worth, Texas 76107

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date indicated above.

Fort Worth Independent School District

AA  
6/23/2022

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

Date: \_\_\_\_\_  
Cherie Washington 6-23-2022  
Cherie Washington, Chief - Student Support Services

Lynn W. Ross Juvenile Detention Center  
Bennie Medlin  
Bennie Medlin

Title: Director and Chief Juvenile Probation Officer

Date: 5/19/22

EXECUTED IN TRIPPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the \_\_\_ day of \_\_\_\_\_, 2022, by Commissioners Court Order Number \_\_\_\_\_.

TARRANT COUNTY

COUNTY OF TARRANT STATE OF TEXAS

STATE OF TEXAS  
Robb Catalano 5/18/2022  
Robb Catalano Date  
Juvenile Board Chairman  
401 W. Belknap, Fort Worth. TX 76196

\_\_\_\_\_  
B. Glen Whitley Date  
County Judge

APPROVED AS TO FORM:

Justin K. Foster  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:     **APPROVE MEMORANDUM OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND MHMR OF TARRANT COUNTY YOUTH RECOVERY CAMPUS****

**BACKGROUND:**

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. MHMR of Tarrant County Youth Recovery Campus is a residential facility for delinquent youth located within Fort Worth ISD (FWISD) and operated by MHMR, an agency of the county of Tarrant that provides 24-hour care, control, custody for students between the ages of 10 and 18 years old. FWISD funds one (1) Full-Time Equivalent (FTE) teacher position for this location.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Agreement Between Fort Worth Independent School District and MHMR of Tarrant County Youth Recovery Campus
2. Decline to Approve Memorandum of Agreement Between Fort Worth Independent School District and MHMR of Tarrant County Youth Recovery Campus
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

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

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

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR:**

MHMR of Tarrant County Youth Recovery Campus

**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:**

Student Discipline and Placement

**RATIONALE:**

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency and MHMR of Tarrant County, by cooperative effort, shall develop and by rule adopt a Memorandum of Agreement.

**INFORMATION SOURCE:**

Cherie Washington



## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of August, 2022 (the “Effective Date”), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted independent school district located within Tarrant County, Texas (also referred to as the “District”) and MHMR of Tarrant County, Tarrant County Youth Recovery Campus at 1527 Hemphill, Fort Worth, Texas 76104, a non-profit organization whose principal place of business is located within Tarrant County, Texas, (hereinafter the “Facility”). The District and Facility may be referred to individually as a “Party,” and collectively as the “Parties.”

WHEREAS, this Memorandum of Agreement (“Agreement”) between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency (“TEA”), in the 2022-2023 school year Standard Application System (“SAS”), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act (“ESEA”) Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed between the District and the Facility as follows:

### TERMS AND CONDITIONS:

#### I. Term

The term of this Agreement (the “Term”) is from August 1, 2022, through June 30, 2023, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

#### II. Description of Professional Services

Facility’s Scope of Services:

- Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
- Provide activities that facilitate the transition of such children and youth from the correctional program in an institution to further education and employment;

- Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
- Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or alcohol problem; (3) are pregnant or are parent(s); (4) have previously come into contact with the juvenile justice system; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are migrant or an immigrant with limited English proficiency; (7) are gang member(s); (7) have previously dropped out of school; or (8) have a high absenteeism rate at school;
- Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
- Provide special programs that meet the unique academic needs of children and youth who are at-risk, including vocational and technical education, special education, career counseling, curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
- Provide programs providing mentoring and peer mediation.

### **III. Implementation of Services**

District will:

- Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
- Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
- Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
- Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
- Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
- Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
- Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
- Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
- Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce

- Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
- Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
- Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

**IV. Coordination of Services**

The coordination of services for the Fort Worth Independent School District will be as follows:

<u>Name of Program</u>	<u>Administrator</u>	<u>Telephone</u>
ESEA Title I, Part D	Mirgitt Crespo	817-814-2282

**V. Other Terms and Conditions**

The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

**VI. Non-Discrimination**

The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

**VII. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect;

**VIII. Captions**

The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

**IX. Entire Agreement**

This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Agreement knowingly and voluntarily.

**X. Notices**

Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility            Kevin McClean  
                                 Sr. Director of Contracts  
                                 3840 Hulen St.  
                                 Fort Worth, TX 76107

As to the District:     Dr. Kent P. Scribner  
                                 Superintendent  
                                 Fort Worth Independent School District  
                                 100 North University Drive  
                                 Fort Worth, TX 76107

With a copy to:        Mirgitt Crespo  
                                 Grants Senior Officer  
                                 Federal Programs  
                                 Fort Worth Independent School District  
                                 100 North University Drive, SW205  
                                 Fort Worth, Texas 76107.

**XI. Modification**

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

**XII. Signature**

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

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the Effective Date first written above.

**Fort Worth Independent School District**

6/23/2022

an

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

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

**MHMR of Tarrant County**

DocuSigned by:

*Laura Kender*

AF85AF20832A477  
Laura Kender

Title: Chief of Early Childhood Services  
\_\_\_\_\_

Date: 5/2/2022  
\_\_\_\_\_

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**        **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN BLUE JEANS NETWORK AND CARTER-RIVERSIDE P-TECH COLLEGIATE ACADEMY**

**BACKGROUND:**

This Memorandum of Understanding (MOU) between Blue Jean Networks and Carter-Riverside P-TECH Collegiate Academy supports the Pathways in Technology Early College High School (P-TECH) to be operated in accordance with the legislative grant of authority for P-TECH schools in Texas Education Code. The P-TECH will be housed at Carter-Riverside High School and Tarrant County College District (TCCD) campuses in accordance with Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. The P-TECH program will continue serving students to increase opportunities for high-wage, high-demand career preparation. Per the application and P-TECH blueprints, Blue Jean Networks, TCCD, and Fort Worth ISD will provide dual credit course work, work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Blue Jean Networks and Carter-Riverside P-TECH Collegiate Academy
2. Decline to Approve Memorandum of Understanding Between Blue Jean Networks and Carter-Riverside P-TECH Collegiate Academy
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

No Cost                                Not Applicable

**COST:**

No Cost

**VENDOR:**

Blue Jean Networks

**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  
Carter-Riverside High School

**RATIONALE:**

Approval of this Memorandum of Understanding will allow Carter-Riverside P-TECH to enter a mutually beneficial P-TECH partnership with Blue Jean Networks to provide industry-based work experiences to traditionally underserved students. This P-TECH partnership will target a high percentage of at-risk, economically disadvantaged students, and first-generation college students, who are either: maybe English Language Learners, are likely to experience difficulty in experiencing a smooth transition into post-secondary education, or may have limited financial resources.

**INFORMATION SOURCE:**

David Saenz



**P-TECH MODEL MEMORANDUM OF UNDERSTANDING  
BETWEEN BLUE JEAN NETWORKS  
AND THE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into by and among Blue Jean Networks (hereinafter referred to as “Blue Jean Networks”) 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”) and sets forth the roles of the Parties in regard to the implementation of the (“P-TECH”) model at FWISD. FWISD and Blue Jean Networks may be collectively referred to as the “Parties” or individually as a “Party”.

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement Blue Jean Networks has in support of the P-TECH Program (the “Program”).

**I. OVERALL SCHOOL MODEL**

The Parties agree to collaborate in supporting Carter Riverside P-TECH (“School”). The school’s mission is to provide all students with an education that begins in 9<sup>th</sup> at Carter Riverside continues through high school completion with a high school diploma, and culminates in the attainment of an associate degree, thus preparing students to succeed in college and/or a career. The Program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The school is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into post-secondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry for the P-TECH at Carter Riverside is the 9<sup>th</sup> grade. Carter Riverside will admit fifty (50) 9<sup>th</sup>-grade students and will grow approximately by fifty (50) students each year until the school reaches its full capacity of two hundred (200) students in 9<sup>th</sup>-12<sup>th</sup> grade.

The school’s curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in Cybersecurity. All college courses offered to students while enrolled in the school will be provided to students free of charge.

The Parties will work together to develop, evaluate, and revise the School’s Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.



## II. ROLES AND RESPONSIBILITIES

### A. Blue Jean Networks Responsibilities

1. Blue Jean Networks will support the implementation of the Overall School Model as outlined herein.
2. Blue Jean Networks will, to the extent practicable and consistent with its policies, help FWISD to define work-based learning experiences for students in the Program that are appropriate to each grade level, and provide educational opportunities (e.g., guest speakers, presentations, and career information.) Blue Jean Networks will assist the school and staff in identifying additional cybersecurity organizations to assist students in accessing opportunities to participate in a variety of internship and work-based experiences during the course of the Program
3. Blue Jean Networks will work with FWISD and the other Program participants to outline the key skills students will need to succeed in those positions.
4. Blue Jean Networks will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Blue Jean Networks will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. Blue Jean Networks will assist the school's staff in identifying additional organizations that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
5. Blue Jean Networks will work with the school's staff and the other Program industry participants to this MOU to assist the school to develop a coherent Scope & Sequence plan of courses and workplace experiences that enable students to successfully meet the goals outlined in the Program model. Blue Jean Networks will help identify high-quality occupation-related projects and curricula that may be incorporated into the academic Program.
6. Blue Jean Networks may coordinate site visits to its facilities, and support teachers and faculty in developing appropriate curricula. Blue Jean Networks may also provide other appropriate staff to participate in the Program. Site visits will be arranged at least 1 month prior to the date of the visit. FWISD will notify Blue Jean Networks in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to Blue Jean Networks facilities.
7. Blue Jean Networks will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed-upon certifications, credentials, degrees, or work-based learning requirements.
8. For the avoidance of doubt, nothing in this MOU obligates Blue Jean Networks to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than Blue Jean Networks internal wage costs for the time its officers and staff invest in the activities outlined above). Blue Jean Networks is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, Blue Jean Networks disclaims any and all express or implied warranties, and all obligations of Blue Jean Networks are provided on an "as is, where is" basis.

## **B. FWISD/Responsibilities:**

1. FWISD/Carter Riverside will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD/Carter Riverside will work with the school's staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. FWISD/Carter Riverside will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
2. FWISD/Carter Riverside will establish a college-like culture for all students at the school, which requires engaging students in college coursework, tutoring, and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
  - a. time management;
  - b. collaboration;
  - c. problem-solving;
  - d. leadership;
  - e. study skills;
  - f. communication; and
  - g. tenacity.
3. FWISD/Carter Riverside will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the STEM fields.
4. FWISD/Carter Riverside will provide a facility to house the P-TECH on their campus. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
5. FWISD/Carter Riverside will allow Blue Jean Networks staff appropriate access to the school to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
6. FWISD/Carter Riverside will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the school. FWISD/Carter Riverside will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
7. FWISD will provide regular operating funds to the school in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the school, including but not limited to federal Perkins program funding.
8. FWISD will support the school's principal in identifying qualified staff to teach in the school.
9. FWISD will provide appropriate and relevant ongoing professional development for the school's principal and staff. FWISD/Carter Riverside will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career readiness.

10. FWISD will provide criminal background checks for all mentors under this MOU.
11. To the extent allowed by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither Blue Jean Networks nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconduct of FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

### **III. CONFIDENTIALITY OF INFORMATION**

- A. FWISD agrees to limit the disclosure to Blue Jean Networks of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
  1. By FWISD; or
  2. for FWISD and FWISD
    - a. owns the information; or
    - b. has a right of access to the information; or
    - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
  3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to the official business of FWISD.

### **IV. TERM & TERMINATION**

#### **A. Term:**

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU;  
Neither party is in default of this MOU; and
2. This MOU has not been terminated.

#### **B. Termination:**

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

#### **V. GOVERNING LAW AND VENUE**

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

#### **VI. MODIFICATION**

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

#### **MISCELLANEOUS PROVISIONS**

- A. Parties to this MOU will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, Blue Jean Networks shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at Blue Jean Networks or who are otherwise present at their facilities are expected to comply with all applicable laws, rules, and regulations as well as all Blue Jean Networks policies and procedures, including all safety policies and rules and all insurance carrier requirements.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not a party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.
- G. The Parties to this MOU agree that neither Blue Jean Networks or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.

H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.

I. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) Blue Jean Networks

Sunny Lowe, President  
4055 International Plaza #600  
Fort Worth, Texas 76019  
PH: 817-231-0222  
EM: sunnylowe@bluejeannetworks.com

With a copy to:

Blue Jean Networks  
4055 International Plaza #600  
Fort Worth, Texas 76019  
PH: 817-231-0222  
EM: sonny.lowe@bluejeansnetworks.com

(2) Fort Worth Independent School District:

Dr. Kent P. Scribner  
Superintendent  
Fort Worth ISD  
100 N. University Drive  
Fort Worth, TX 76107

With a copy to:

Office of Legal Services  
Fort Worth ISD  
100 N. University Drive, SW172  
Fort Worth, TX 76107

[Signature Page Follows]

**VII. SIGNATORY CLAUSE**

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

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

**BLUE JEAN NETWORK, LLC**

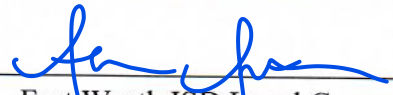
By:   
Sunny Lowe, Blue Jean Network President Date



**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Kent P. Scribner Date

**APPROVED AS TO FORM AND LEGALITY**

By:  06/28/2022  
Fort Worth ISD Legal Counsel Date

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT EDUCATION SERVICE CENTER REGION 11 AND FOR THE IMPLEMENTATION OF THE ARP HOMELESS II SHARED SERVICES AGREEMENT**

**BACKGROUND:**

This Memorandum of Understanding (MOU) between Education Service Center (ESC) Region 11 and Fort Worth ISD will provide tools and services to support students experiencing homelessness. The ARP-Homeless II grant was announced Spring 2022 and each district was pre-allocated a specific fund allotment. The funds are designated to: 1) Increase the capacity to identify, 2) Enroll, and 3) Provide wraparound services to address the unique needs of homeless children and 4) youth due to the impact of the COVID-19 pandemic. Fort Worth ISD's ARP-Homeless II grant allocation was \$1,202,049. The District was provided with the opportunity to apply for the grant independently or join the ESC Region XI Shared Services Agreement.

The ARP II funds will be structured and utilized to improve the identification and enrollment process for students experiencing homelessness. In addition, the funding will enable the implementation of a structured support mechanism with which families and staff will be able to request additional support as needed. After an extensive review and in collaboration with several Fort Worth ISD departments, the District elected to join the Shared Services Agreement with Region 11 for the ARP-Homeless II grant. Through this analysis it became clear Region XI will be able to effectively develop and execute the needed tools and services immediately. This agreement provides two calendar years of service in support of the grant requirements with a closing date of September 2024.

Region 11 will provide:

- Resource Referral survey tool- parents and staff can refer students directly for services (tutoring, transportation, clothing, supplies, etc.)
- Development of student, campus, region, and district dashboards and surveys to support data-driven plans for identification, wrap-around services, dropout prevention, and early academic interventions
- Emergency clothing closet
- Community Resource Mapping Software- specific resources near their current locations
- Student Residency Questionnaire (SRQ) Mid-Year Identifier survey tool
- Identification Information Sheet
- McKinney-Vento Compliance course video (geared toward teachers)
- Flow chart for identification and eligibility aligned to state requirements
- Training of Trainers for McKinney-Vento liaisons
- Stabilization flowchart with decision-making support
- Senior Day

- District support with coordinating Community-Based Outreach Programs (CBO) with high-leverage locations using GIS mapping (using live data)
- District/Community Event Supports

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District Education Service Center Region 11 and for Implementation of the ARP Homeless II Shared Services Agreement
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District Education Service Center Region 11 and for Implementation of the ARP Homeless II Shared Services Agreement
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**      *Additional Details*

No Cost                                      Not Applicable

**COST:**

No Cost

**VENDOR:**

Education Service Center Region 11



**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:**

Special Programs Department

**RATIONALE:**

The MOU formalizes the collaboration between Region 11 and Fort Worth ISD, ensuring tools and services are provided through the ARP II Shared Services Agreement for students identified as homeless.

**INFORMATION SOURCE:**

Marcey Sorensen



**MEMORANDUM OF UNDERSTANDING (MOU)**

BETWEEN EDUCATION SERVICE CENTER REGION 11

AND \_\_\_\_\_ Fort Worth ISD \_\_\_\_\_  
(District or Entity Name)

**THIS INTERLOCAL AGREEMENT** (“agreement”) is entered into by and between the Education Service Center Region 11, (“ESC Region 11”) and \_\_\_\_\_ Fort Worth ISD \_\_\_\_\_ (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

**PREMISES**

**WHEREAS** Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS** the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

**WHEREAS** each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS** each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**NOW THEREFORE**, the Parties to this agreement mutually agree to the following:

**AGREEMENT**

**1. DESCRIPTION OF SERVICE:** \_\_ARP II Homeless Shared Services Agreement\_\_\_\_\_

**2. PURPOSE / REASON**

We acknowledge the importance of ensuring that the Regional Partnership aligns with the American Rescue Plan Act of 2021 and Secondary School Emergency Relief Fund – Homeless Children and Youth Federal Grant statutory guidelines and TEA program requirements.

**3. DUTIES AND RESPONSIBILITIES**

**3.1 ESC REGION 11 Duties and Responsibilities**

ESC Region 11 will hire and designate a REACH Project team to coordinate the work of the Regional Partnership. The group comprises the following people: Team Lead, Team Interventionists, Team Specialists and Data Specialists. The key roles and responsibilities will be:

- Development of student, campus, region, and district dashboards and surveys to support data-driven plans for identification, wrap-around services, dropout prevention, and early academic interventions
- Informing campus/district staff of the role of ESC Region 11 staff
- Allowing ESC Region 11 REACH Project team access to Student Information Records with data sharing agreement in place
- Participating in ESC Region 11 education on McKinney-Vento processes
- Allowing ESC Region 11 to assist in training, orienting, educating, and modifying current McKinney-Vento processes and District-based supports where needed
- Emergency clothing closet
- Community Resource Mapping Software- staff can utilize specific resources near their current location.
- Student Residency Questionnaire (SRQ) Mid-Year Identifier survey tool

- Resource Referral survey tool- parents and staff can refer students directly for services through Special Program (tutoring, transportation, clothing, supplies, etc.)
- Identification Information Sheet
- McKinney-Vento Compliance course video (geared toward teachers)
- Flow chart for identification and eligibility aligned to state requirements
- Training of Trainers for McKinney-Vento liaisons
- Stabilization flowchart with decision-making support.
- Senior Day
- District support with coordinating Community-Based Outreach Programs (CBO) with high-leverage locations using GIS mapping (using live data)
- District/Community Event Supports

### **Planning, development, and activities**

We are committed to the principle of responding to the priorities identified by Fort Worth ISD in dialogue with ESC Region 11. We acknowledge that planning is most effective when there is input from a range of people from both Regional Partnership partners and other stakeholders.

### **Monitoring**

Regular monitoring of the Regional Partnership's activities will be carried out in the following ways:

- Surveys will be submitted to district administration and liaison three times during the year for feedback on plan progress
- ESC Region 11 staff will be surveyed on progress, innovations, and feedback
- District administration will be surveyed on progress, requested changes, innovation, and other feedback

### **Program and Grant Evaluation**

Specific activities and visits will be evaluated.

- ESC Region 11 will collect data to evaluate the effectiveness of the program
- ESC Region 11 staff will be evaluated by the ESC Program Coordinator

### **3.2 Fort Worth ISD Duties and Responsibilities**

- Campus leaders
  - Collaboratively work with the ESC Region 11 REACH Project Team and FWISD H.E.L.P. liaisons as necessary
  - Provide input and feedback for a continuous improvement process
- District administration
  - Work collaboratively with the ESC Region 11 REACH Project Team
  - Provide input and feedback for a continuous improvement process
  - Provide support for all necessary processes and procedures for successful McKinney-Vento interventions

### **4. TERM OF AGREEMENT**

This agreement shall be effective as of the date of authorized signatures of both parties to:

\_\_\_\_\_ 9/30/2024 \_\_\_\_\_ (list specific date range and/or end date)

**5. TERMINATION**

A Party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

**6. AGREEMENT AMOUNT AND COMPENSATION**

Services provided under the American Rescue Plan Homeless I Federal Grant. All agreements and services listed above are contingent upon receipt of notice of grant award.

**7. HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE MOU**

Both parties agree to adhere to the minimum health and safety standards as defined by local, state, and federal government. If COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method. An MOU Amendment shall be used for any modifications to the date, time, and cost allocation of this agreement.

Note: House Bill 462 (HB462, 83<sup>rd</sup> Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

**By signing this Agreement, both parties acknowledge that they are duly authorized to sign on behalf of their party and will actively abide by its terms.**

<p>Fort Worth Independent School District District or Entity Name</p> <p><u>Patricia Sutton 6/13/22</u> Signature Date</p> <p>Print Name: Patricia Sutton Title: Director</p>	<p>EDUCATION SERVICE CENTER REGION 11</p> <p><u>Clyde W. Steelman, Jr.</u> Clyde Steelman (Jan 9, 2022 to 46 CDT) Signature Date</p> <p>Clyde W. Steelman, Jr. Executive Director</p>
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*Authorized Representative of the Receiving Party shall sign this agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy prior to the scheduled event.*

ESC Region 11 Contact: \_\_\_\_\_ email: \_\_\_\_\_  
Ph # \_\_\_\_\_

Fort Worth Independent School District:

Corey Golomb  
Corey Golomb, Assistant Superintendent  
Specialized Academic Support Services

Alexander Athanason  
Alexander Athanason  
Attorney

Marcey Sorensen  
Dr. Marcey Sorensen 06/16/2022  
Chief Academic Officer

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN TEXAS ACADEMY OF BIOMEDICAL SCIENCES (TABS) AND TARRANT COUNTY COLLEGE DISTRICT****

**BACKGROUND:**

This Memorandum of Understanding (MOU) between Texas Academy of Biomedical Sciences (TABS) and Tarrant County College District 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 the Trinity River 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.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Texas Academy of Biomedical Sciences (TABS) and Tarrant County College District
2. Decline to Approve Memorandum of Understanding Between Texas Academy of Biomedical Sciences (TABS) and Tarrant County College District
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

No Cost

Not Applicable

**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:**

Choice and Collegiate Programming  
Texas Academy of Biomedical Sciences (TABS)

**RATIONALE:**

Approval of this Memorandum of Understanding will allow Texas Academy of Biomedical Sciences (TABS) 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. Early College High Schools: 1) Enroll historically underserved students, targeting at-risk and economically disadvantaged 2) Provide dual credit at no cost to students 3) Offer rigorous instruction and accelerated courses 4) Provide academic and social support services to help students succeed 5) Provide students with highly personalized attention 6) Increase college readiness and 7) Partner with Texas institutions of higher education (IHEs) to reduce barriers to college access.

**INFORMATION SOURCE:**

David Saenz

**MEMORANDUM OF UNDERSTANDING:  
TARRANT COUNTY COLLEGE DISTRICT  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR  
TEXAS ACADEMY OF BIOMEDICAL SCIENCES**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College Trinity River Campus (hereinafter referred to as "College") 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, (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. College and FWISD may be collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, the Parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2022-2023 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; and (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the Parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

NOW, THEREFORE, the Parties to this MOU agree to the following:

**1. Term:**

- a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended. The MOU may be extended for an additional two (2) one-year terms upon mutual written agreement of the Parties.
- c) Provide updated course crosswalk as needed.

**2. Guiding Principles:** The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of the Parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development, and student services.
- c) Provision of rigorous college readiness, technical, and early college credit courses.
- d) Financial collaboration that addresses costs of all Parties to this MOU and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, and high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment, and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and FWISD agree to a recommended minimum of fifteen (15) students per class; exceptions can be approved by Vice President for Academic Affairs.

**3. Scope of Agreement and Limitations of Authority:**

The Parties agree as follows:

**A. Governance:**

- (1) The Early College High School will:
  - a. Be governed by FWISD and subject to FWISD's policies and procedures, as well as federal, state, and local laws, rules, and regulations.
  - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD, and the College.
- (2) The FWISD ECHS Lead Administrator will:
  - a. Within the rules and guidelines established by TEA and FWISD, have the authority to implement and supervise:
    - i. Campus Governance;



- ii. Campus Staffing;
  - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed;
  - iv. Campus Budget;
  - v. Student assessment, curriculum and scheduling;
  - vi. Campus Professional development;
  - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
  - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
  - c. Report to the FWISD superintendent, or his/her designee, through the established FWISD governance structure; and
  - d. Be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council:

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across Parties.
- b. Membership will be defined by the TX ECHS/P-TECH Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
  - i. Assessment of instructional and programmatic activities;
  - ii. The identification of problems, issues and challenges; and
  - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

**B. Awarding Credit for Courses:** The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

**C. Duties of College:**

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;

- (2) Provide selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

**D. Duties of FWISD:**

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of FWISD instructors and FWISD instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

**E. Enhanced Educational Opportunities:** The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

**F. Faculty:** FWISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must

meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS, employed by FWISD, will be evaluated annually by FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

**G. Classroom and Office Facilities:**

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

**H. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. FWISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

**I. Student Learning Materials:**

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

**J. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS

parents and students clearly sets forth the process and FWISD's authority in this matter.

**K. Recruitment, Selection and Enrollment of Students:**

- (1) Student recruitment of FWISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to FWISD's transfer policy.

**L. Instructional Calendar:**

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all Parties to this MOU.

**M. Transportation:** FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third Party.

**N. Student Code of Conduct:**

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and the Clery Act;
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teacher's manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

Both Parties shall provide access to the documents referenced above.

**O. Media and Public Relations:** Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate

under the particular circumstances.

- P. Student Progress and Support:** The following steps will be taken by the Parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At FWISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two Parties as well as transferability and applicability to baccalaureate degree plans.

- Q. Evaluation, Research and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the Party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

- R. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating Parties and others as deemed appropriate by the Parties to this MOU.

- 4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each Party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the Parties to this MOU. The provisions in this paragraph are solely for the benefit of the Parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third Party.

**5. Right of Revocation:** Subject to the provisions of Section 7 below, any Party may terminate this MOU without cause with a one hundred twenty (120) days written notice to the other Parties. Upon the occurrence of a breach of this MOU by one of the Parties, the non-defaulting Party shall give written notice to the defaulting Party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting Party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties. If MOU is terminated during an academic term, the Parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either Party of its obligation to operate the ECHS until the completion of that academic term, and the Parties shall continue to be responsible for their obligations and rights under the MOU through such time.

**6. Discontinuation of Operation:**

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the Parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the Parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the Parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

**7. Assignment:** No Party may assign their interest in the MOU without the written permission of the other Party.

**8. Limitations of Authority:**

- A. Neither Party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the Parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. 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 Boards of Trustees.

D. Neither Party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

**9. Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**10. Applicable Law:** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas.

**11. Venue:** Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

**12. Miscellaneous Provisions:**

- A. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.
- B. The Parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the Parties to execute an amendment to the MOU if necessary.

**13. Signatory Clause:** The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

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

\_\_\_\_\_  
**Tobi Jackson** Date \_\_\_\_\_  
**Board President - Fort Worth Independent School District**

*KS*

\_\_\_\_\_  
**Dr. Kent P. Scribner** Date \_\_\_\_\_  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date \_\_\_\_\_  
**Acting Chancellor, Tarrant County College District**

Approved as to Form :  Date 06/28/2022  
ISD Legal Services \_\_\_\_\_

Approved as to Form : \_\_\_\_\_ Date \_\_\_\_\_  
TCCD Legal Services \_\_\_\_\_



**Facilities Use Agreement  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-Trinity River / Fort Worth ISD Texas Academy of Biomedical  
Sciences**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

**WITNESSETH:**

Whereas, the Parties desire to agree upon the operations of that certain Tarrant County College Trinity River / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated as of the date of execution on the MOU entered into by and between the Parties hereto;

NOW, THEREFORE, the Parties to this FUA mutually agree to the following:

**1) Use of Facilities:**

- TCCD will designate facilities for a high school facility on the Trinity River Campus of TCCD. Sole ownership of ownership of such building(s) lies with TCCD.
- TCCD reserves the right to use the ECHS building for TCCD courses and activities after hours (as hereinafter set forth) and on weekends, provided, however, TCCD will schedule its courses and activities in consultation with FWISD to allow for optimal use by both Parties.
- FWISD will provide TCCD with a calendar with all scheduled events on or before 30 days before the commencement of each semester.
- FWISD shall use the ECHS building solely for ECHS school-related functions. All other purposes will require the prior written consent of TCCD.
- The Trinity River Campus of TCCD shares its space with TCC Connect and TCC district offices. As such, ECHS students should refrain from all areas of TRCF and TRWF that are not expressly designed for use for TABS, with the exception of circulation areas of main stairwells, elevators, and hallways.
- TCCD will make every effort to notify ECHS staff for events that will take place in the cafe so that the ECHS will have time to plan for alternate space and monitoring needs to ensure student safety during lunch.
- FWISD will limit all high school classes to the areas designated for the ECHS. College-credit bearing classes will be offered in TCC-designated areas, including sections taught by ISD embedded faculty.
- Prior to the beginning of each semester, ECHS and Trinity River administrators will outline semester-long collaborative use of fitness center space in TRTR 1102, TRTR 1106, and

TRTR 1107. TCCD will ensure that TCCD kinesiology courses are not scheduled at the same times as ECHS physical education courses

2) **Furniture and Equipment:**

- TCCD will purchase the furniture and associated furnishing necessary for the operations of the ECHS (the "Furniture").
- FWISD will reimburse TCCD for the accrual cost of the Furniture within 15 business days of FWISD's receipt of detail invoices from TCCD for the Furniture. The reimbursement shall not exceed \$50,000.00. Upon receipt of the reimbursement, the Furniture will become the property of FWISD, but shall remain in the ECHS building throughout the term of the MOU.
- All furniture must comply with TCCD standard of selection.
- The Parties shall repair and maintain any furniture and equipment they own and install in the ECHS to TCCD standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy TCCD standards of selection. Provide, however, if it is conclusively determined that the Party, its agent, employees, invitees or students was responsible for damage to the other Party's furniture or equipment, the former shall be responsible for the necessary repairs or replacement.

3) **Maintenance:**

- Maintenance/Custodial responsibilities will be that of TCCD and shall be to the same standard and intervals as the rest of the Trinity River campus.
- In the event FWISD holds an event or other activity in ECHS building or on the grounds of the Trinity River Campus, and that event or activity requires custodial support that is beyond the scope of the services generally provided, any additional cost for such additional services shall be borne by FWISD.

4) **Utilities:**

- TCCD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- TCCD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the TCCD's communications and technology services as they are constituted from time to time, subject to the application of the TCCD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) **Insurance:**

- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000;

and (2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by TCCD. The foregoing insurance and any other insurance carried by TCCD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of TCCD and under the TCCD's sole control. FWISD shall have no right or claim to any proceeds thereof or any rights thereunder.

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1)commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; (2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of FWISD within the ECHS building in the amount of full replacement cost thereof; (3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and (4) workers' compensation insurance as required by applicable statute. FWISD shall provide TCCD with a certificate of coverage or other document demonstrating FWISD's ability to self-insure.

**6) Ingress, Egress, Access and Parking:**

- TCCD grants FWISD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by TCCD.
- TCCD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per TCCD policy, as it exists from time to time. A parking area on the Trinity River Campus of TCCD shall be designated (non-exclusively) for ECHS use.
- The ECHS building shall be open and available to ECHS students, faculty, and staff Monday through Friday, 7:00 a.m. through 7:00 p.m. during the academic term as determined by TCCD's master calendar.
- Should FWISD require access to the ECHS building other than during such hours or for calendar events reference above, it will require the prior written consent of TCCD.
- Students who are dropped off and picked up from the Trinity River Campus of TCCD will make every effort to use the entrance nearest the Fitness Center on Taylor Street to reduce the effects of traffic back-up on Belknap.

**7) Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by TCCD, pursuant to TCCD's facilities guidelines and procedures.
- TCCD will install warning message clocks if in use in other facilities.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

**8) Expiration or Termination:**

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to TCCD at the end of the then current academic term, and any personal property owned by FWISD will be removed by FWISD.

- FWISD shall be responsible for any damage caused by the removal of its personal property from TCCD's property.
- In the event FWISD fails to remove all or any portion of its personal property from the ECHS building on or before thirty (30) days after the expiration or earlier termination of the MOU. TCCD shall give FWISD written notice requesting removal, and if FWISD has not removed such remaining items on or before thirty (30) days after the date of such notice, such remaining personal property shall automatically become the property of TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA at the end of the then current academic term.

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

\_\_\_\_\_  
**Tobi Jackson** Date  
**Board President - Fort Worth Independent School District**

*[Handwritten initials]*

\_\_\_\_\_  
**Dr. Kent P. Scribner** Date  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date  
**Acting Chancellor, Tarrant County College District**

Approved as to Form: *[Signature]* 06/28/2022  
ISD Legal Services Date

Approved as to Form: \_\_\_\_\_  
TCCD Legal Services Date

**Operations Manual  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-Trinity River / Fort Worth ISD Texas Academy of Biomedical  
Sciences**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College Trinity River Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code. TCCD and FWISD may be collectively referred to as the "Parties" or individually as a "Party."

**WITNESSETH:**

Whereas, the Parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of the date of execution of the MOU entered into by and between the Parties hereto;

NOW, THEREFORE, the Parties to this OM mutually agree to the following:

**1. Governance:**

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incident that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) (the "ECHS Defined Area") when the facility is in use for ECHS purposes, shall be governed by FWISD and subject to FWISD's policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occur outside the ECHS Defined Area shall be governed by TCCD and subject to TCCD's policies and procedures.
- Operation of the ECHS building by TCCD when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCCD's use of the building shall be governed by TCCD and subject to TCCD's policies and procedures.
- The ECHS Defined Area will be subject to TCCD fire safety policies and procedures, but FWISD will be responsible for conducting and documenting mandated fire safety drills.

**2. Safety and Health:**

- FWISD will provide a full-time, on-site, appropriately trained and experienced health assistant for the ECHS, supported by appropriately credentialed nursing and resource nursing staff, all in accordance with FWISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing

specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student's parent(s) or guardian(s).

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test on or before the first day of each academic term.
- In case of a health emergency inside the ECHS Defined *Area*, the FWISD Health Services Department procedures and policies will be implemented, and the TCCD Policies Department will be fully informed and engaged where necessary.
- In case of health emergency outside the ECHS Defined Area, the TCCD Crisis Management Plan will be followed, and the FWISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency outside the ECHS Defined Area, the TCCD Police Department procedures and policies will be implemented, and the FWISD Security Department will be fully engaged where necessary.
- The counselor to be provided by FWISD shall be experience and shall be assigned to the ECHS full-time. Duties shall include, but shall not limited to, providing individual counseling (including crisis counseling); assisting with classroom management issued; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, FWISD policy and procedures.
- TCCD shall provide all ECHS students, faculty, and staff with standard TCCD identification badges.
- FWISD shall require that ECHS students wear standardized, colorful lanyards with their FWISD and TCCD identification badges at all times when they are on TCCD property.
- While using the Fitness Center, ECHS students will be required to wear clothes identifying them as ECHS students. The ISD will provide security for the ECHS Defined *Area* at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCCD Police Department will be fully informed and engaged where necessary.
- All FWISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCCD's Police Department prior to undertaking such services at the ECHS.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annual upon request.
- The TCCD Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to FWJSD security personnel in the ECHS building as needed and/or upon request.

- The TCCD Police Department will provide security for all areas of TCCD property outside the ECSH Defined Area, in accordance with applicable law and TCCD policies and procedures, and the FWISD Security Department will be fully informed and engaged where necessary.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel, whether FWISD, TCCD or contract custodial. Charges associated with such background checks will be borne by FWISD.
- FWISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for compliance with the federal Children's Internet Protection Act of 2000 and all related state and federal statutes and regulations. Such compliance shall include, but shall not be limited to, adopting and implementing an internet safety policies addressing:
  - a) access by minors to inappropriate manner on the internet;
  - b) the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications;
  - c) unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
  - d) unauthorized disclosure, use, and disseminations of personal information regarding minors; and
  - e) measures designed to restrict minor's access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

**3. Staffing:**

- The number of instructional and support staff to be provided by each Party will be determined in accordance with each Party's respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date each Party must make teacher contact decisions. Notwithstanding the foregoing, in the event that either Party reasonably determines that any component of the others Party's staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the Parties will consult with one another about the deficiencies, and the non-compliant Party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other Party.
- The Principal shall be provided by FWISD and shall be a FWISD employee.

**4. Operations:**

- FWISD shall require that ECHS students have IDs and provide easily identifiable lanyards that must be worn visible and around the neck at all times when they are on TCCD property.



- FWISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy of thereof has been provided to TCCD.
- FWISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall insure those grades for college courses are correctly and timely entered in TCCD's administrative software.
- TCCD will not provide ECHS students with computers, laptops or e-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
- FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
- ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.

**5. Expiration of Termination:**

- Expiration or earlier termination of the MOU shall automatically terminate this OM at the end of the then current academic term.

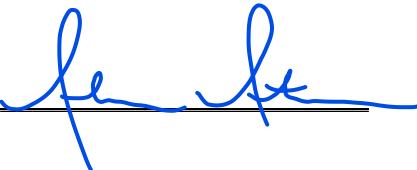
EXECUTED in duplicate original counterparts effective upon the date indicated above.

\_\_\_\_\_  
**Tobi Jackson** Date  
**Board President - Fort Worth Independent School District**

*KS*

\_\_\_\_\_  
**Dr. Kent P. Scribner** Date  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date  
**Acting Chancellor, Tarrant County College District**

Approved as to Form:  06/28/2022  
ISD Legal Services Date

Approved as to Form: \_\_\_\_\_  
TCCD Legal Services Date

**Texas Academy of Biomedical Sciences Course Crosswalk**  
**Associate of Arts/HS Diploma**

		9 <sup>th</sup> Grade		10 <sup>th</sup> Grade		11 <sup>th</sup> Grade		12 <sup>th</sup> Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School		PreAP Eng I or PreAP Eng II	PreAP Eng I or PreAP Eng II	PreAP Eng II or PreAP Eng III or DC*	PreAP Eng II or PreAP Eng III or DC*	PreAP Eng3 or DC*	PreAP Eng3 or DC*	English IV or DC*	English IV or DC*
		PreAP Alg I or PreAP Geom or PreAp Alg II	PreAP Alg I or PreAP Geom or PreAp Alg II	PreAP Geom or PreAp Alg II or DC*	PreAP Geom or PreAp Alg II or DC*	PreAP Alg II or AP Cal I or DC*	PreAP Alg II or AP Cal I or DC*	Adv. Quantitative Reasoning or AP Cal I or AP Cal II or DC*	Adv. Quantitative Reasoning or AP Cal I or AP Cal II or DC*
		AP Human Geography	AP Human Geography	World Civilization or DC*	World Civilization or DC*	PreAP US History or DC*	PreAP US History or DC*	Federal Government or DC*	Economics or DC*
		PreAP Biology or PreAP Physics	PreAP Biology or PreAP Physics	PreAP Physics or AP Biology or DC*	PreAP Physics or AP Biology or DC*	PreAP Chem or DC*	PreAP Chem or DC*		
College				ENGL 1301 <sup>1</sup> (03220300)	ENGL 1302 <sup>1</sup> (03220300)	ENGL 1301 <sup>1</sup> (03220300) or ENGL 2327 <sup>6</sup> (03220400)	ENGL 1302 <sup>1</sup> (03220300) or ENGL 2311 <sup>1</sup> (03221100) or ENGL 2328 <sup>6</sup> (03220400)	ENGL 1301 <sup>1</sup> (03220400) or ENGL 2327 <sup>6</sup> (03220400)	ENGL 1302 <sup>1</sup> (03220400) or ENGL 2311 <sup>1</sup> (03221100) or ENGL 2328 <sup>6</sup> (03220400)
				MATH 1314 <sup>3</sup> (03101100)	MATH 2412 <sup>3</sup> (03101100)	MATH 1314 <sup>3</sup> (03101100) or MATH 1342 <sup>3</sup> (03102500) or MATH 2413 <sup>3</sup> (A03100101)	MATH 2412 <sup>3</sup> (03101100) or MATH 2413 <sup>3</sup> (A03100101) or MATH 2414 <sup>11</sup> (A3100102)	MATH 1314 <sup>3</sup> (03101100) or MATH 1342 <sup>3</sup> (03102500) or MATH 2413 <sup>3</sup> (A03100101)	MATH 2412 <sup>3</sup> (03101100) or MATH 2414 <sup>11</sup> (A3100102) or Math 2415 (03102500)
				HIST 2321 <sup>6</sup> (03340400)	HIST 2322 <sup>6</sup> (03340400)	HIST 1301 <sup>7</sup> (03340100)	HIST 1302 <sup>7</sup> (03340100)	GOVT 2305 <sup>8</sup> (03330100)	ECON 2301 <sup>9</sup> (03310300)
				CHEM 1411 <sup>4</sup> (03040000)	CHEM 1412 <sup>4</sup> (03040000)	CHEM 1411 <sup>4</sup> (03040000)	CHEM 1412 <sup>4</sup> (03040000)	BIOL 1406 <sup>4</sup> (13037200) or BIOL 2401 <sup>4</sup> (13020600) or PHYS 1401 <sup>4</sup> (03050000) or	BIOL 1407 <sup>4</sup> (13037200) or BIOL 2402 <sup>4</sup> (13020600) or PHYS 1402 <sup>4</sup> (03050000) or

6/25/2019

	KINE 1164 <sup>10</sup> (PES00052)	EDUC 1300 <sup>11</sup> (N1290050)	SPCH 1311 <sup>2</sup> (03241400) or SPCH 1315 <sup>2</sup> (03241200) or SPCH 1321 <sup>2</sup> (13009900)	ARTS 1301 <sup>5</sup> (03500110)	SOCI 1301 <sup>9</sup> (03370100) or PSYC 2301 <sup>9</sup> (03350100) or SPCH 1311 <sup>2</sup> (03241400) or SPCH 1315 <sup>2</sup> (03241200) or SPCH 1321 <sup>2</sup> (13009900)	GOVT 2306 <sup>8</sup> (03380022)	BIOL 1408 <sup>4</sup> SOCI 1301 <sup>9</sup> (03370100) or PSYC 2301 <sup>9</sup> (03350100) or DRAM 1310 <sup>7</sup> /1351 <sup>11</sup> (03250100) or Elective <sup>11</sup>	BIOL 1409 <sup>4</sup> Elective <sup>11</sup>
Career							HPRS 1370 <sup>11</sup> and HPRS 1470 <sup>11</sup> (13020500)	HPRS 1471 <sup>11</sup> (13020500) ECRD 1011 and ECRD 1091

**Associate Degree: Associate of Arts**

<sup>1</sup>: 6 hours of Composition (ENGL 1301 and ENGL 1302 or ENGL 2311)

<sup>2</sup>: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)

<sup>3</sup>: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)

<sup>4</sup>: 8 hours of Life and Physical Science (BIOL 1406 or BIOL 1407 or BIOL 1408 or BIOL 1409 or BIOL 2401 or BIOL 2402 or BIOL 2406 or CHEM 1411 or CHEM 1412 or PHYS 1401 or PHYS 1402)

<sup>5</sup>: 3 hours of Creative Arts (ARTS 1301 or DANC 2303 or DRAM 1310 or MUSI 1310)

<sup>6</sup>: 3 hours of Language, Culture, and Philosophy (ENGL 2322 or ENGL 2323 or ENGL 2327 or ENGL 2328 or ENGL 2332 or ENGL 2333 or HIST 2321 or HIST 2322 or HUMA 1301 or PHIL 1301 or SPAN 2311 or SPAN 2312)

<sup>7</sup>: 6 hours of American History (HIST 1301 or HIST 1302)

<sup>8</sup>: 6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)

<sup>9</sup>: 3 hours of Social or Behavioral Science (ECON 2301 or ECON 2302 or GEOG 1301 or GEOG 1302 or PSYC 2301 or SOCI 1301)

<sup>10</sup>: 1 hour of Health and Wellness (KINE 1164)

<sup>11</sup>: 18 hours of Electives (ARTS 1311 or ARTS 1312 or DRAM 1351 or EDUC 1300 or MATH 2318 or MATH 2320 or MATH 2414 or MATH 2415 or MATH 2421 or PSYC 2314)

**General Education Core:** Plan includes 42 hours core, transferable to any public TX university

6/25/2019

- <sup>1</sup>: 3 hours of Communication (ENGL 1301) AND  
3 hours of Component Area Composition (ENGL 1302 or ENGL 2311)
- <sup>2</sup>: 3 hours of Speech and Communication Skills (SPCH 1311 or SPCH 1315 or SPCH 1321)
- <sup>3</sup>: 3 hours of Mathematics (MATH 1314 or MATH 1342 or MATH 2412 or MATH 2413)
- <sup>4</sup>: 6 hours of Life and Physical Science (BIOL 1406 or BIOL 1407 or BIOL 2401 or BIOL 2402 or BIOL 2406 or CHEM 1411 or CHEM 1412 or CHEM 2423 or CHEM 2425 or GEOL 1401 or GEOL 1445 or or PHYS 1401 or PHYS 1402 or PHYS 1403 or PHYS 1404 or PHYS 1415) AND 2 overflow hours from science labs
- <sup>5</sup>: 3 hours of Creative Arts (ARTS 1301 or DANC 2303 or DRAM 1310 or MUSI 1310)
- <sup>6</sup>: 3 hours of Language, Culture, and Philosophy (ENGL 2322 or ENGL 2323 or ENGL 2327 or ENGL 2328 or ENGL 2332 or ENGL 2333 or HIST 2321 or HIST 2322 or HUMA 1301 or PHIL 1301 or SPAN 2311 or SPAN 2312)
- <sup>7</sup>: 6 hours of American History (HIST 1301 or HIST 1302 or HIST 2327)
- <sup>8</sup>: 6 hours of Government and Political Science (GOVT 2305 and GOVT 2306)
- <sup>9</sup>: 3 hours of Social or Behavioral Science (ECON 2301 or ECON 2302 or GEOG 1301 or GEOG 1302 or PSYC 2301 or SOCI 1301)
- <sup>10</sup>: 1 hour of Health and Wellness (KINE 1164)

6/25/2019

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**        **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE O.D. WYATT COLLEGIATE ACADEMY AND TARRANT COUNTY COLLEGE DISTRICT**

**BACKGROUND:**

This Memorandum of Understanding (MOU) between the O.D. Wyatt Collegiate Academy and Tarrant County College District (TCCD) 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 O.D. Wyatt and Tarrant County College District 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.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between the O.D. Wyatt Collegiate Academy and Tarrant County College District
2. Decline to Approve Memorandum of Understanding Between the O.D. Wyatt Collegiate Academy and Tarrant County College District
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

No Cost                                Not Applicable

**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:**

Choice and Collegiate Programming  
O.D. Wyatt Collegiate Academy

**RATIONALE:**

Approval of this Memorandum of Understanding will allow the O.D. Wyatt Collegiate Academy 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. Early College High Schools: 1) Enroll historically underserved students, targeting at-risk and economically disadvantaged, 2) Provide dual credit at no cost to students, 3) Offer rigorous instruction and accelerated courses, 4) Provide academic and social support services to help students succeed, 5) Provide students with highly personalized attention, 6) Increase college readiness, and 7) Partner with Texas Institutions of Higher Education (IHEs) to reduce barriers to college access.

**INFORMATION SOURCE:**

David Saenz

**MEMORANDUM OF UNDERSTANDING:  
TARRANT COUNTY COLLEGE DISTRICT  
AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
FOR  
O. D. WYATT EARLY COLLEGIATE HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") 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, (hereinafter referred to as "FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. College and FWISD may be collectively referred to as the "Parties" or individually as a "Party".

WHEREAS, the Parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2022-2023 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; and (4) have limited financial resources, and as a result the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree, or two years of college credit toward a Bachelor's Degree, the Parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through a full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates.

NOW, THEREFORE, the Parties to this MOU agree to the following:

**1. Term:**



- a) The term of this agreement shall commence upon the last signature date found on the last page of this MOU.
- b) The MOU will end on June 30, 2023, unless otherwise amended. The MOU may be extended for an additional two (2) one-year terms upon mutual written agreement of the Parties.
- c) Provide updated course crosswalk as needed.

**2. Guiding Principles:** The College and FWISD will function on the following principles:

- a) Establishment of a mutually beneficial partnership between the College and FWISD that allows a flexible and creative response to the organizational, mission, fiscal, and data needs of the Parties.
- b) Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development, and student services.
- c) Provision of rigorous college readiness, technical, and early college credit courses.
- d) Financial collaboration that addresses costs of all Parties to this MOU and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
- e) Location of the Early College High School on the College grounds with students integrated in campus facilities and College co-curricular activities.
- f) Use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- g) Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- h) Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, and high school and college counselors.
- i) Collaboration that addresses the instructional calendar, instructional materials, student enrollment, and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- j) The COLLEGE and FWISD agree to a recommended minimum of fifteen (15) students per class; exceptions can be approved by Vice President for Academic Affairs.

**3. Scope of Agreement and Limitations of Authority:**

The Parties agree as follows:

**A. Governance:**

- (1) The Early College High School will:
  - a. Be governed by FWISD and subject to FWISD's policies and procedures, as well as federal, state, and local laws, rules, and regulations.
  - b. Have the autonomy to operate as an ECHS on the TCCD campus within the rules and guidelines established by the TEA, FWISD, and the College.
- (2) The FWISD ECHS Lead Administrator will:
  - a. Within the rules and guidelines established by TEA and FWISD, have the authority to implement and supervise:
    - i. Campus Governance;
    - ii. Campus Staffing;

- iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed;
  - iv. Campus Budget;
  - v. Student assessment, curriculum and scheduling;
  - vi. Campus Professional development;
  - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
  - viii. Parent and community involvement consistent with the mission and needs of the school.
- b. Direct the ECHS administrative assistant or designee in entering attendance/grades to the student accounting system of FWISD;
  - c. Report to the FWISD superintendent, or his/her designee, through the established FWISD governance structure; and
  - d. Be the primary contact for the ECHS with the community and the College.

(3) Early College Leadership Council:

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across Parties.
- b. Membership will be defined by the TX ECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
  - i. Assessment of instructional and programmatic activities;
  - ii. The identification of problems, issues and challenges; and
  - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

**B. Awarding Credit for Courses:** The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

**C. Duties of College:**

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide selection of text materials for college courses;

- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (11) Provide parking for ECHS faculty, staff and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

**D. Duties of FWISD:**

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments;
- (2) Pay the salaries of FWISD instructors and FWISD instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS; and
- (4) Ensure that all FWISD high school courses are in the students' individual graduation plan by the beginning of the high school freshman year, including College courses.
- (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.

**E. Enhanced Educational Opportunities:** The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.

**F. Faculty:** FWISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas.

Faculty members of ECHS, employed by FWISD, will be evaluated annually by FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. FWISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.

**G. Classroom and Office Facilities:**

- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
- (2) College shall provide office and classroom space for the high school as appropriate.
- (3) Students, faculty and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
- (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
- (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
- (6) The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned and maintained as more particularly set forth in the FUA.

**H. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. FWISD shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.

**I. Student Learning Materials:**

- (1) College-approved textbooks, syllabi and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
- (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
- (4) College approved textbooks purchased by FWISD for cohort classes may be used for a time period of three years once the book is selected.
- (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.

**J. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and FWISD's authority in this matter.

**K. Recruitment, Selection and Enrollment of Students:**

- (1) Student recruitment of FWISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed as to high school courses, and College attendance policies and procedures will be followed as to College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to FWISD's transfer policy.

**L. Instructional Calendar:**

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all Parties to this MOU.

**M. Transportation:** FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligation, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third Party.

**N. Student Code of Conduct:**

ECHS students, faculty and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and the Clery Act;
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teacher's manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual.

Both Parties shall provide access to the documents referenced above.

**O. Media and Public Relations:** Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

**P. Student Progress and Support:** The following steps will be taken by the Parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At FWISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading and matriculation decisions, and advise students on making positive post-graduation plans.

FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two Parties as well as transferability and applicability to baccalaureate degree plans.

**Q. Evaluation, Research and Development:** Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and of the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives.

Annually, evaluation data will be collected by the Party who generates the data and will review: number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

**R. Project Reporting:** Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating Parties and others as deemed appropriate by the Parties to this MOU.

**4. Indemnification:** To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each Party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the Parties to this MOU. The provisions in this paragraph are solely for the benefit of the Parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third Party.

**5. Right of Revocation:** Subject to the provisions of Section 7 below, any Party may terminate this MOU without cause with a one hundred twenty (120) days written notice to

the other Parties. Upon the occurrence of a breach of this MOU by one of the Parties, the non-defaulting Party shall give written notice to the defaulting Party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting Party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or of FWISD, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties. If MOU is terminated during an academic term, the Parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either Party of its obligation to operate the ECHS until the completion of that academic term, and the Parties shall continue to be responsible for their obligations and rights under the MOU through such time.

**6. Discontinuation of Operation:**

- A. If operation of the Early College High School should discontinue with only a 9th grade cohort, operation must be discontinued at the end of the school year in which the Parties decide to close the ECHS.
- B. If operation of the Early College High School should discontinue with only 9th and 10th grade cohorts, operation must be discontinued at the end of the school year in which the Parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th grade cohort, operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement of the Parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

**7. Assignment:** No Party may assign their interest in the MOU without the written permission of the other Party.

**8. Limitations of Authority:**

- A. Neither Party has authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights are granted or implied.
- B. This MOU represents the entire agreement by and between the Parties and supersedes all previous letters, understanding or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. 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 Boards of Trustees.
- D. Neither Party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

**9. Waiver:** The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

**10. Applicable Law:** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas.

**11. Venue:** Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

**12. Miscellaneous Provisions:**

- A. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.
- B. The Parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations. Parties to this MOU shall comply with all federal, state and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the Parties to execute an amendment to the MOU if necessary.

**13. Signatory Clause:** The individuals executing this Agreement on behalf of the College District and FWISD acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.



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

\_\_\_\_\_  
**Tobi Jackson** Date \_\_\_\_\_  
**Board President - Fort Worth Independent School District**



\_\_\_\_\_  
**Dr. Kent P. Scribner** Date \_\_\_\_\_  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date \_\_\_\_\_  
**Acting Chancellor, Tarrant County College District**

Approved as to Form :  Date 06/28/2022  
ISD Legal Services \_\_\_\_\_ Date

Approved as to Form : \_\_\_\_\_ Date \_\_\_\_\_  
TCCD Legal Services \_\_\_\_\_ Date

**Facilities Use Agreement  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-South / Fort Worth ISD O. D. Wyatt Early Collegiate High  
School**

THIS FACILITIES USE AGREEMENT ("FUA") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT ("TCCD"), A Texas political subdivision of higher education, and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code. TCCD and FWISD may be collectively referred to as the "Parties" or individually as a "Party."

**WITNESSETH:**

Whereas, the Parties desire to agree upon the operations of that certain Tarrant County College South / Fort Worth ISD Collegiate High School ("ECHS") and incorporating by reference the terms of that certain Instructional Agreement Between Tarrant County College District and Fort Worth Independent School District Early College High School Program ("MOU"), dated as of the date of execution of the MOU entered into by and between the Parties hereto;

NOW, THEREFORE, the Parties to this FUA mutually agree to the following:

**1) Use of Facilities:**

- FWISD will house an early college high school facility within O. D. Wyatt High School, 2400 E. Seminary Drive, Fort Worth TX, 76119. Operations will commence on August 1, 2022.
- TCCD shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the FWISD. All other purposes will require the prior written consent of FWISD.
- By the beginning of the Spring semester of each academic year, FWISD and TCCD will agree upon the courses to be offered for the following academic year, at which point TCCD will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- Registration by ECHS students for ECHS-specific classes to be offered on TCCD's South Campus will take place prior to the date set for general priority registration.

**2) Furniture and Equipment:**

- FWISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCCD teaches at the ECHS will be provided by TCCD and will remain the property of TCCD. TCCD shall be responsible to track and inventory all equipment purchased by TCCD and placed or installed at ECHS.
- The Parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment

that is damaged beyond repair with equivalent replacement(s) that satisfy FWISD standards of selection. Provided, however, if it is conclusively determined that a Party, its agents, employees, invitees or students was responsible for damage to the other Party's furniture or equipment, the former shall be responsible for the necessary repair or replacement.

- TCCD will be assigned areas in the ECHS for TCCD instructors to secure teacher equipment and supplies. FWISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of the TCCD.
- FWISD and TCCD will agree, before each semester, what consumable materials will be provided by each Party. Each Party will be responsible for the storage of the consumable materials on the ECHS site.

3) **Maintenance:**

- Maintenance/Custodial responsibilities will be that of FWISD and shall be to the same standard and intervals as other FWISD campuses.

4) **Utilities:**

- FWISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- FWISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff and faculty shall have access to the FWISD's communications and technology services as they are constituted from time to time, subject to the application of the FWISD's Acceptable Use Guidelines as they are promulgated from time to time.
- FWISD shall coordinate with TCCD to provide access at the ECHS facility to TCCD's communications and technology networks and services.

5) **Insurance:**

- FWISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and (2) causes of loss-special form (formerly "all -risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by FWISD. The foregoing insurance and any other insurance carried by FWISD may be affected by a policy or policies of blanket insurance and shall be for the sole benefit of FWISD and under the FWISD's sole control. TCCD shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCCD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: (1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; (2) causes of loss-special form (formerly "all risk") property insurance covering the Furniture and other personal property of TCCD within the ECHS building in the amount of full replacement cost thereof; (3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and (4) workers' compensation insurance as required by applicable statute. Annually, by May 30 and anytime there is a change in coverage, TCCD shall provide FWISD with a certificate of coverage or other document demonstrating TCCD's ability to self-

insure.

6) **Ingress, Egress, Access and Parking:**

- FWISD grants TCCD reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by FWISD.
- FWISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per FWISD policy, as it exists from time to time.
- Upon confirmation with TCCD, FWISD will issue to TCCD faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCCD administrator shall make arrangements with FWISD for access.
- Should TCCD require access to the ECHS building other than during normal operating hours, it will require the prior written consent of FWISD.

7) **Safety and Health:**

- Video surveillance and key card/automatic lock system for the ECHS facility will be provided by FWISD, pursuant to FWISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCCD shall not designate ECHS as an area where concealed weapons may be carried.

8) **Expiration or Termination:**


- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to FWISD, and any furniture or equipment owned by TCCD will be removed by TCCD.
- TCCD shall be responsible for any damage caused by the removal of its furniture and equipment.
- TCCD will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCCD fails to remove all of the furniture and equipment as herein above provided, FWISD shall give TCCD written notice requesting removal, and if TCCD has not removed such remaining items on or before thirty (30) days after the date of such notice, FWISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCCD.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

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

\_\_\_\_\_  
**Tobi Jackson** Date  
**Board President - Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Kent P. Scribner** Date  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date  
**Acting Chancellor, Tarrant County College District**

Approved as to Form:  06/28/2022  
ISD Legal Services Date

Approved as to Form: \_\_\_\_\_  
TCCD Legal Services Date

**Operations Manual  
Tarrant County College District  
Fort Worth Independent School District  
Tarrant County College-South / Fort Worth ISD O. D. Wyatt Early Collegiate High  
School**

THIS OPERATIONS MANUAL ("OM") is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, a Texas political subdivision of higher education, on behalf of Tarrant County College South Campus ("TCCD") and FORT WORTH INDEPENDENT SCHOOL DISTRICT ("FWISD"), a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, ("FWISD"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. TCCD and FWISD may be collectively referred to as the "Parties" or individually as a "Party."

**WITNESSETH:**

Whereas, the Parties desire to agree upon the operations of that certain Early College High School ("ECHS") established pursuant to the terms of that certain Memorandum of Understanding ("MOU") dated as of the date of execution of the MOU entered into by and between the Parties hereto;

NOW, THEREFORE, the Parties to this OM mutually agree to the following:

**1. Safety and Health:**

- FWISD shall require the ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health test(s) on or before the first day of each academic term.
- TCCD shall provide all ECHS students, faculty, and staff with standard TCCD identification badges.
- FWISD shall require that ECHS students wear their TCCD identification badges at all times when they are on TCCD property.
- FWISD shall be responsible for Clery reporting to the TCCD Police Department for all activity within the portion(s) of the FWISD facility that is used for ECHS operations when that portion of the facility is in use for ECHS purposes.
- FWISD shall make such reports to the TCCD Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- FWISD shall be responsible for required criminal background checks (FWISD system) of all personnel at the ECHS facility, whether FWISD, TCCD, or contract custodial. Charges associated with such background checks will be borne by FWISD.

**2. Operations:**

- FWISD shall ensure that attendance and grades are correctly and timely entered in FWISD's administrative software.
- TCCD shall ensure that grades for college courses are timely and correctly entered in TCCD's administrative software.

- TCCD will not provide ECHS students with computers, laptops ore-readers, and to the extent the FWISD elects to provide students with such equipment, FWISD shall first confirm with TCCD that the hardware and software for such equipment is compatible with TCCD's computer system.
  - FWISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative ("TSI") compliant prior to the commencement of that student's junior year. The College shall have the right, but not the obligation, to participate in the support efforts.
  - ECHS faculty and staff shall be permitted to participate in TCCD's in-house professional development courses at no charge.
- 3. Expiration of Termination:**
- Expiration or earlier termination of the MOU shall automatically terminate this OM.

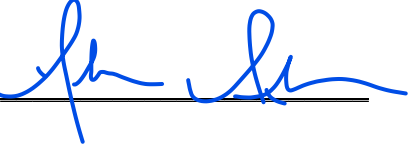
EXECUTED in duplicate original counterparts effective upon the date indicated above.

\_\_\_\_\_  
**Tobi Jackson** Date  
**Board President - Fort Worth Independent School District**



\_\_\_\_\_  
**Dr. Kent P. Scribner** Date  
**Superintendent, Fort Worth Independent School District**

\_\_\_\_\_  
**Dr. Elva LeBlanc** Date  
**Acting Chancellor, Tarrant County College District**

Approved as to Form:  \_\_\_\_\_ 06/28/2022  
ISD Legal Services Date

Approved as to Form: \_\_\_\_\_  
TCCD Legal Services Date



O.D. Wyatt High School Collegiate Academy								
Associate of Arts/HS Diploma [Humanities, Art, World Language] Multidisciplinary Endorsement								
9 <sup>th</sup> Grade		10 <sup>th</sup> Grade		11 <sup>th</sup> Grade		12 <sup>th</sup> Grade		
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or III	English II or III	English III or IV, OnRamps ENG III or IV, or *DC	*English III or IV, OnRamps ENG III or IV, or *DC	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry <b>and</b> Algebra II	Geometry <b>and</b> Algebra II	OnRamps Stats/ Pre-Calculus/AP Stats or *DC	*OnRamps Stats, Pre-Calculus, or AP Stats or *DC	*Pre-Calculus or *Calculus or *DC	* Pre-Calculus or *Calculus or *DC
	AP Human Geography	AP Human Geography	AP World History or *DC	AP World History or *DC	AP US History or *DC	*AP US History or *DC	Government or *DC	Economics or *DC
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
	AVID 1	AVID 1	AVID 2	AVID 2	AVID 3	AVID 3	AVID 4	AVID 4
College	KINE 1164	KINE 1304	SPAN 2311	SPAN 2312	*ENGL 1301	*ENGL 1302	*ENGL 1301 or ENGL 2322	*ENGL 1302 or ENGL 2323
	SPAN 1411 or SPAN 2311	SPAN 1412 or SPAN 2312	MUSI 1306	SPCH 1321	*MATH 1314 or MATH 1342	MATH 2412	*MATH 1314 or 1342	*MATH 2412
		COSC 1301 (FRI)	ARTS 1301 if needed	MUSI 1310 if needed	*HIST 1302	*HIST 1301	*GOVT 2305 or *ECON 2301	*ECON 2301 or *GOVT 2305
		SPCH 1311 (03241400)	*HIST 2321 (03340400)	*HIST 2322 (03340400)	GOVT 2306	GOVT 2306	SOC 1301	PSYC 2301
							BIOL 1408 or GEOL 1403 or PHYS 1401	BIOL 1409 or GEOL 1404 or PHYS 1402
	10 <sup>th</sup> Graders not TSI Met at EOY will enroll in FWISD College Prep Courses						Geol 1401 (03060200)	

Associate Degree: Associate of Arts

General Education Core: Plan includes 42 hrs core, transferable to any public TX university

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       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**

**BACKGROUND:**

After the District’s assessor submits the appraisal roll to the District, on or about July 25, 2022, an officer or employee designated by the Board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the District. Pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the District, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the District is located. The resolution being considered by the Board will appoint the District’s Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law. Additionally, the authority granted by this resolution is effective until the Board takes action to change the appointment.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

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

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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:**

Business and Finance

**RATIONALE:**

The District is required by state law to appoint a designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate. The Chief Financial Officer of the District is responsible for overseeing the financial matters of the District including these calculations.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**

**WHEREAS**, the Board of Trustees (“Board”) of the Fort Worth Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS**, the Board, as authorized by Texas Education Code §§ 45.002 and 45.003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district’s schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose; and

**WHEREAS**, after the District’s assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

**WHEREAS**, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code § 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

**WHEREAS**, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

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

**RESOLVED**, the Board of Trustees hereby appoints the District’s Chief Financial Officer as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

**RESOLVED**, the authority granted by this resolution is effective henceforth unless the Board takes action to change the appointment.

**PASSED AND APPROVED** this 26<sup>th</sup> day of July 2022 by the Board of Trustees for the Fort Worth Independent School District.

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

Attest: \_\_\_\_\_  
Carin “CJ” Evans  
School Board Secretary  
Fort Worth Independent School District

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE RESOLUTION OF THE ANNUAL REVIEW OF INVESTMENT POLICIES AND STRATEGIES****

**BACKGROUND:**

As required by Texas Government Code §2256.005 and Board Policy CDA(LEGAL), the District’s investment policies and strategies must be reviewed annually. Any changes made to either the investment policy or investment strategies must be documented in writing. This year, staff recommends adding a single participant investment pool through Public Trust Advisors. By expanding the District’s investment pool choices, the District will diversify its portfolio as well as potentially lower the cost and increase the investment income in its portfolio. This addition, as well as the policies and strategies recommended, were developed with the assistance of TASB Policy Services, meet all of the District’s investment needs, and are in compliance with the Public Funds Investment Act, as contained in Chapter 2256 of the Texas Government Code.

For disclosure and transparency purposes, Ms. Carmen Arrieta-Candelaria, Chief Financial Officer (CFO), was appointed to the Texas CLASS Investment Pool (TCIF) Board of Trustees in April 2022. TCIF is overseen by the Board of Trustees which is comprised of active members of the pool and elected by the participants. Any municipality, county, school district, or authority created under Section 52(b)(1) or (2), Article III or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district and any political subdivision, authority, public corporation, body politic, or instrumentality of the state of Texas, any office, department, commission, board, or other agency that is part of any branch of State government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities that has taken the actions required by Section 2256.016 of the Act and that has executed either the Trust Agreement or a counterpart of the Trust Agreement or a participation certificate is eligible to participate in the TCIF. Ms. Arrieta-Candelaria has filed the necessary FORM CIS – Conflict of Interest Statement with the Purchasing Department. Additional information regarding the TCIF can be obtained at <https://www.texasclass.com/>.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Resolution of the Annual Review of Investment Policies and Strategies
2. Decline to Approve Resolution of the Annual Review of Investment Policies and Strategies
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Resolution of the Annual Review of Investment Policies and Strategies

**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:**

Division of Business and Finance

**RATIONALE:**

Review of the Investment Policies and Strategies and the adoption of the Resolution complies with Texas Government Code §2256.005 and Board Policy CDA(LLEGAL).

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

**RESOLUTION OF THE ANNUAL REVIEW OF  
INVESTMENT POLICIES AND STRATEGIES**

**WHEREAS**, on this 26<sup>th</sup> day of July 2022, the Board of Education (BOE) for the Fort Worth Independent School District (District) convened in regular session with a quorum of its members present, and;

**WHEREAS**, the District is required by law to annually review its investment policies and strategies (CDA LEGAL and LOCAL); and

**WHEREAS**, the District is required to designate its investment officers, review, revise, and adopt a list of qualified brokers that are engaged in investment transactions with the District, and approve the institutions and/or organizations to provide investment training to the District's investment officers; and

**WHEREAS**, the District last reviewed its investment policies and strategies as contained in CDA (Legal and Local) on July 27, 2021; and

**WHEREAS**, the District desires to affirm its policies and strategies as contained in CDA (Legal) issued November 22, 2019, and CDA (Local) issued on May 31, 2018; and

**WHEREAS**, the District desires to designate the Chief Financial Officer, Controller, Treasurer, and the Senior Financial Officer as its investment officers; and

**WHEREAS**, the District desires to adopt the list of qualified brokers to engage in investment transactions with the District as outlined in this Resolution.

**WHEREAS**, the District desires the addition of Public Trust Advisors as an authorized Investment Pool, and to approve the institutions and/or organizations to provide investment training to the District's investment officers, as outlined in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the District's investment policies and strategies have been reviewed and are hereby adopted as fully outlined in School Board Policy CDA (Legal) issued on November 22, 2019, and CDA (Local) as issued on May 31, 2018; and that the Chief Financial Officer; Controller; Treasurer, and the Senior Financial Officer shall serve as its investment officers.

**NOW, THEREFORE, BE IT IS FURTHER RESOLVED** that the below list of qualified investment brokers are approved to engage in investment transactions for the district with the addition of Public Trust Advisors. All investment brokers recommended are licensed to sell and transact business in the State of Texas and meet all legal requirements and licensing as required by law to sell and engage in investment transactions for the District:

- Investment Pools: TexPool, TexPool Prime, TexStar, LOGIC Participants Services, Texas Class Investment Pool, PFM/Texas Term Investment Pool
- Depository Savings Accounts – JP Morgan Chase Bank, NA
- Depository Repurchase Agreements – JP Morgan Chase Bank, NA
- Mutual Funds: JP Morgan Chase Bank, NA, Overnight Funds, \$1 Per Share Money Market Mutual Funds, Nationwide/HighMark Funds
- Broker/Dealers: JP Morgan Chase Securities, Inc., BOSCO, Inc., Hilltop Securities, Inc., formerly First Southwest Company, JP Morgan Asset Management Group, Investors Brokerage of Texas, Ltd., Wells Fargo Securities, LLC, Raymond James
- Public Trust Advisors Investment Pool
- Certificates of Deposit (CDs): JP Morgan Chase Bank, NA, and any other Federally Insured Financial Institution (includes banks and credit unions) secured by the Federal Deposit Insurance Corporation (FDIC) up to the legal limit of \$250,000 or as secured by pledged collateral over the FDIC insured amount

**IT IS FURTHER RESOLVED** that the below list of qualified investment training institutions and/or organizations are approved to provide investment training to the District’s Investment Officers:

- North Texas Council of Governments
- University of North Texas
- All Texas Regional Education Service Centers
- Texas Association of School Business Officials (TASBO)
- Texas Association of School Administrators (TASA)
- Government Finance Officers Association (GFOA)
- Government Treasurer’s Organization of Texas (GTOT)
- Virtual Learning Concepts
- The PFM Asset Management LLC
- TexPool Academy
- Texas Class Academy (PFIA Training)

*[Signatures on the next page]*



**PASSED AND ADOPTED** this 26<sup>th</sup> day of July 2022 by the Board of Trustees for the Fort Worth Independent School District.

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

**ATTEST:**

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

FOR: \_\_\_\_\_

AGAINST: \_\_\_\_\_

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on July 26, 2022.

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

**ATTEST:**

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

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE WORKFORCE SOLUTIONS OF TARRANT COUNTY  
CONTRACT AMENDMENT BY EXTENDING THE CONTRACT END  
DATE AND ALLOCATE FUNDING THROUGH AUGUST 31, 2022  
ADULT EDUCATION PROGRAM**

**BACKGROUND:**

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

In the Spring of 2017, the members of the consortium approved an amendment to the consortium partnership agreement that designates the Tarrant County Workforce Development as the Grant Recipient and Fiscal Agent for TWC funding awards.

Effective July 1, 2017, the Workforce Board became the fiscal agent and FWISD became a sub-contractor in the grant. The contract for approval is between Workforce Solutions of Tarrant County (WSTC), as the fiduciary agent, and FWISD as a subcontractor, to fund the District's Office of Adult Education.

The Workforce Solutions of Tarrant County extended the FWISD Adult Education contract end date by two (2) months, in order to continue program operations while the 2022 - 2023 AEL contracts are being finalized and signed, and to provide interim funding to be utilized during the extension period.

The contract is amended by changing the contract end-date from June 30, 2022, to August 31, 2022, with allocating funding for the period of July 1, 2022, through August 31, 2022, in the amount of \$370,483.57 for Adult Education and Literacy program operations.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Workforce Solutions of Tarrant County Contract Amendment by Extending the Contract End Date and Allocate Funding Through August 31, 2022 Adult Education Program
2. Decline to Approve Workforce Solutions of Tarrant County Contract Amendment by Extending the Contract End Date and Allocate Funding Through August 31, 2022 Adult Education Program
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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:**

Adult Education Locations Throughout Tarrant County

**RATIONALE:**

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

**INFORMATION SOURCE:**

Sherry Breed



Tarrant County Workforce Development Board
Contract Amendment No. 2

Program Contract No.: 21-SPC-AEL-004
Original Contract Period: July 1, 2021 thru June 30, 2022
Contractor Name: Fort Worth ISD

Reason for the Amendment:

To extend the contract end date by two months, in order to continue program operations while the PY 2022 AEL contracts are being finalized and signed, and to provide interim funding to be utilized during the extension period.

Amendment to Current Contract:

The contract is amended by:

- 1. Changing the contract end date from 6/30/2022 to 8/31/2022, and
2. Allocating funding for the period 7/1/2022 through 8/31/2022 in the amount of \$370,483.57 for AEL program operations.

It is understood and agreed by the parties that the funds allocated in this amendment are part of the total funding to be allocated to the contractor for Program Year 2022 which begins on July 1, 2022. Accordingly, the allocation of funding provided in this amendment shall expire upon execution of the PY 2022 contract.

Effective Date:

The effective date of this amendment is June 30, 2022.

Approved:

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

FORT WORTH INDEPENDENT SCHOOL DISTRICT

6/8/2022

Judy McDonald Date Executive Director

Kent Scribner Date Superintendent, Fort Worth ISD



**Tarrant County Workforce Development Board  
Contract Amendment No. 1**

Program Contract No.: 21-SPC-AEL-004  
 Contract Period: July 1, 2021 thru June 30, 2022  
 Contractor Name: Fort Worth Independent School District

**Reason for the Amendment:**

To revise the contract funding amounts, budget, and service targets to reflect updated funding levels.

**Amendment to Current Contract:**

The contract is amended by:

1. Revising the contracted funding amounts as shown below:

<b>Funding Stream</b>	<b>Original Amt</b>	<b>Change</b>	<b>Revised #</b>
AEL Combined	\$ 2,144,469.75	\$ 233,424.96	\$ 2,377,894.71
Performance Funding (holdback)	\$ 45,988.65	NA	\$ 45,988.65
Professional Development	\$ 32,443.00	NA	\$ 32,443.00
<b>Total</b>	<b>\$ 2,222,901.40</b>	<b>\$ 233,424.96</b>	<b>\$ 2,456,326.36</b>

2. Incorporating a revised contract line-item budget, as shown on Attachment A to this amendment, and

3. Incorporating revised customer service targets that replace those originally set forth in the contract Statement of Work, as follows:

Service Category	Target	Change	Revised #
AEL Combined (Traditional)	2405	250	2655
Intensive	95	NA	95
IET	150	26	176
TOTAL Unduplicated	2650	276	2926

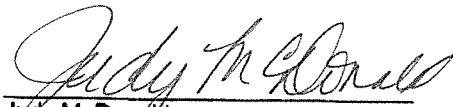
**Effective Date:**

The effective date of this amendment is January 27, 2022.

**Approved:**

**TARRANT COUNTY LOCAL WORKFORCE  
DEVELOPMENT BOARD**

**FORT WORTH INDEPENDENT SCHOOL  
DISTRICT**



Judy McDonald  
Executive Director

3/30/2022  
Date



Dr. Kent Scribner  
Superintendent, Fort Worth ISD

Mar. 24, 2022  
Date

an  
3/25/2022



Sherry Breed  
Chief of Equity & Excellence

# Attachment A

## Workforce Solutions for Tarrant County AEL Grant

### PY 21 Sub-Contract Budget

Sub-Contractor Name: Fort Worth ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
<b>I. PERSONNEL - 6100</b>			
Salaries		104,029.96	
Fringe Benefits @ 12.072% of Salaries		9,395.00	
Pooled Staff Wages			
Pooled Staff Fringe			
Other (Specify)			
<b>Personnel Subtotal</b>	-	<b>113,424.96</b>	-
<b>II. Professional and Contracted Services - 6200</b>			
Professional Services			
Partner Services			
Other Services			
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Rent/Lease			
<b>Professional and Contracted Services Subtotal</b>	-	-	-
<b>III. Supplies and Materials - 6300</b>			
Office Supplies and Materials		20,000.00	
Postage			
Printing			
Computer Hardware		100,000.00	
Testing Materials			
Software Purchases			
Software Usage Fees			
Other - (Specify)			
Other - (Specify)			
<b>Operations Subtotal</b>	-	<b>120,000.00</b>	-
<b>IV. Other Operating Expenses - 6400</b>			
Telephone equipment			
Mobile Phone/Wireless Services			
Staff Mileage Reimbursement			
Staff Travel			
Indirect Costs			
<b>Other Operating Expenses Subtotal</b>	-	-	-
<b>GRAND TOTAL</b>	-	<b>233,424.96</b>	-



**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 26, 2022**

**TOPIC:        **APPROVE NAMING THE BILL J. ELLIOTT MULTIPURPOSE ROOM  
THE KATHRYN DAVIDSON MULTIPURPOSE ROOM****

**BACKGROUND:**

Kathryn Davidson graduated from the University of Wisconsin with a Bachelor's Degree in Special Education and a Bachelor's Degree in general education. She continued her studies at Texas Christian University where she received her Master's Degree in Administration. Kathryn began her teaching career with FWISD in 1986. From 1986-1988 she served the District as a special education teacher at Bonnie Brae in which she worked with a variety of students. In 1988 she was one of the original staff members to open the doors at Bill J. Elliott Elementary. Beginning her service at Elliott in 1988, she taught special education for four years and then began teaching 4<sup>th</sup> grade. She has served Elliott Elementary and FWISD in numerous ways. Kathryn has written district math curriculum and planned and presented at numerous District staff trainings. She has served on the Parent Teacher Association (PTA) board every year and supported the campus by being the Gifted and Talented coordinator, lead teacher, math lead teacher, and teacher mentor to numerous teachers and student teachers. She has supported the students by providing tutoring, family literacy, math and science nights and being a writing camp coordinator to name a few. Mrs. Davidson has served FWISD for 36 years with 34 of those years being at Bill J. Elliott. The staff and community are eternally grateful and request naming the multipurpose room the Kathryn Davidson Multipurpose Room.

Additional achievements: Teacher of the Year, Score a Goal in the Classroom- Bayard H. Friedman Hero Award, Star Telegram Dillard's Teacher Honor, Special Olympics Coach Community Outreach Award, PTA Life Member Award

**STRATEGIC GOAL:**

3 – Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Naming the Bill J. Elliott Multipurpose Room the Kathryn Davidson Multipurpose Room
2. Decline to Approve Naming the Bill J. Elliott Multipurpose Room the Kathryn Davidson Multipurpose Room
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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:**

Board Policy CW(LOCAL) allows schools or a portion of a school to be named or renamed after individuals who have attained prominence locally, statewide, or nationally based on contributions to the public in a recognized field, such as education, science, medicine, law, art, governance, business, justice, civil rights, or military achievement.

**INFORMATION SOURCE:**

Karen Molinar

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE SECOND READING-REVISIONS TO BOARD POLICIES DEAB(LOCAL) AND FDE(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:**

- DEAB(LOCAL): revising this policy addresses a multi-step approach to reducing the risk of unapproved overtime
- FDE(LOCAL): Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Second Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)
2. Decline to Approve Second Reading-Revisions to Board Policies DEAB(LOCAL) and FDE(LOCAL)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**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 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 July 26, 2022  
BOARD MEETING**

- **DEAB(LOCAL):** revising this policy addresses a multi-step approach to reducing the risk of unapproved overtime
- **FDE(LOCAL):** Standard TASB policy: recommended revisions based on new statutory requirements and TEA guidance

COMPENSATION PLAN  
WAGE AND HOUR LAWS

DEAB  
(LOCAL)

CLASSIFICATION OF POSITIONS	The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).
EXEMPT	<p>The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.</p> <p>An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.</p>
NONEXEMPT	<p>Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for up to and including a 40-hour workweek.</p> <p>It is the goal of the District to hold overtime work to a minimum. When overtime is necessary, a non-exempt employee is entitled to overtime as required by the FLSA. <del>A nonexempt employee shall have the approval of his or her supervisor before working overtime.</del> An employee who works overtime without <del>prior</del> approval is subject to discipline but shall be compensated in accordance with the FLSA.</p>
WORKWEEK DEFINED	For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.
COMPENSATORY TIME	At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.
ACCRUAL	Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.
USE	An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory

time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

SAFE SCHOOLS DATA	<p>The Superintendent <del>or designee</del> shall ensure that the District complies with <a href="#">Texas Education Agency (TEA)</a> guidelines for the collection and maintenance of data regarding:</p> <ol style="list-style-type: none"><li>1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD], and</li><li>2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while <del>in or</del> on the <del>premises</del><a href="#">grounds</a> of the school the student attends <del>or while attending a school-sponsored or school-related activity, on or off school property:</del><ol style="list-style-type: none"><li>a. Attempted murder;</li><li>b. Indecency with a child;</li><li>c. Aggravated kidnapping;</li><li>d. <del>Aggravated Assault resulting in bodily injury or aggravated</del> <a href="#">assault on someone other than a District employee or volunteer;</a></li><li>e. Sexual assault or aggravated sexual assault <a href="#">against someone other than a District employee or volunteer;</a> <del>or</del></li><li>f. Aggravated robbery; <del>or</del></li><li>g. <a href="#">Continuous sexual abuse of a young child or disabled individual.</a></li></ol></li></ol>
SCHOOL SAFETY TRANSFERS	<p>The parent of a student who becomes a victim of a violent criminal offense as described <a href="#">in the state guidance for unsafe school choice options</a> <del>above</del> or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.</p> <p>For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.</p>
FROM A PERSISTENTLY DANGEROUS SCHOOL	<p>The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.</p> <p>The parent must submit to the Superintendent <del>or designee</del> an application for transfer. The Superintendent <del>or designee</del> shall complete the transfer prior to the beginning of the school year, if</p>



applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

FOR A VICTIM OF A  
VIOLENT CRIMINAL  
OFFENSE

Within 14 calendar days after a violent criminal offense described above occurs in or on the ~~premises~~ grounds of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

ADDITIONAL  
TRANSFER OPTIONS

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, See see also FDA and FDB.]

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 26, 2022**

**TOPIC: 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)**

**BACKGROUND:**

On September 24, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager at Risk, Byrne/Potere, A Joint Venture, for pre-construction services for Job No. 011-211 (CMAR RFQ #20-002), Trimble Tech High School.

On December 10, 2019, the BOE approved the authorization to negotiate and enter a contract with a Construction Manager at Risk, Byrne/Potere, A Joint Venture, for a Guaranteed Maximum Price (GMP) for construction services for Job No. 011-211 (CMAR RFQ #20-002), Trimble Tech High School.

The Change Order will replenish contingency previously used to provide Heating, Ventilation, and Air Conditioning (HVAC) and power revisions to the construction lab, addition of electrical ground to existing electrical feeders, enlarging the MDF room to accommodate planned expansion, adding a domestic water heater to the 3<sup>rd</sup> floor, mitigation of existing slab moisture for new floors.

Board Date	Item	Activity	Remaining
July 17, 2018	Initial Scope	\$29,242,500.00	\$29,242,500.00
April 9, 2019	Escalation	\$4,001,000.00	\$33,243,500.00
September 24, 2019	Pre-Construction	(\$35,000.00)	\$33,208,500.00
December 10, 2019	GMP	(\$33,208,500.00)	\$0.00
July 26, 2022	Change Order No. 1	\$500,000.00	
Total		\$33,708,500.00	

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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)

2. Decline to 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)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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)

**FUNDING SOURCE:**                    *Additional Details*

CIP 2017    671-81-6629-B40-011-99-000-011211

**COST:**

Not-to-Exceed - \$500,000

**VENDOR:**

Byrne/Potere, A Joint Venture

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

Bid Number: 20-002

***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:**

Replenish contingency previously used to provide HVAC and power revisions to the construction lab, addition of electrical ground to existing electrical feeders, enlarging the MDF room to accommodate planned expansion, adding a domestic water heater to the 3<sup>rd</sup> floor, mitigation of existing slab moisture for new floors.

**INFORMATION SOURCE:**

Joseph Coburn

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input checked="" type="checkbox"/>
Trimble Tech - Renovation 1003 W. Cannon Fort Worth, TX 76104	<b>DATE:</b> 07/01/22	<b>ARCHITECT:</b> <input checked="" type="checkbox"/>
		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
		<b>FIELD:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OTHER:</b> <input type="checkbox"/>
Byrne / Potere, A Joint Venture 551 E. Berry St Fort Worth, TX 76110	<b>CONTRACT DATE:</b> 09/25/19 <b>CONTRACT FOR:</b> Construction Manager at Risk	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The purpose of this Change Order is to add additional Owners Contingency funds to the current GMP Contract. The original contingency is depleted due to numerous cost items related to unforeseen conditions. Some unforeseen conditions that contributed to the contingency shortfall are listed below:

- 1) Construction Lab HVAC and Power Revisions
- 2) Addition of electrical ground to existing electrical feeders
- 3) Enlarge MDF Room to accommodate future planned expansion
- 4) Add a domestic hot water to the 3rd floor
- 5) Existing slab moisture mitigation for new floors

The original Guaranteed Maximum Price was	\$ 33,208,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 33,208,500.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 500,000.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 33,708,500.00

The Contract Time will be unchanged by 0 (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 30, 2022

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Fender Andrade Architects, LLC</u> <b>ARCHITECT</b> (Firm name)	<u>Byrne / Potere, A Joint Venture</u> <b>CONTRACTOR</b> (Firm name)	<u>Fort Worth Independent School District</u> <b>OWNER</b> (Firm name)
<u>201 S. Calhoun Street, Ste 113 - C</u> <u>Fort Worth, TX 76104</u> <b>ADDRESS</b>	<u>551 E. Berry St</u> <u>Fort Worth, TX 76110</u> <b>ADDRESS</b>	<u>100 N. University Drive</u> <u>Fort Worth, TX 76107</u> <b>ADDRESS</b>
<u>Ames Fender</u> <b>BY</b> (Signature)	<u>J.R. Evans</u> <b>BY</b> (Signature)	<u>J.R. Evans</u> <b>BY</b> (Signature)
<u>Ames Fender</u> (Typed name)	<u>J.R. Evans, Vice President</u> (Typed name)	<u>J.R. Evans</u> (Typed name)
<u>DATE</u>	<u>6.24.22</u> <b>DATE</b>	<u>DATE</u>

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**       **APPROVE CONTRACT WITH THE TARRANT COUNTY TAX ASSESSOR/COLLECTOR FOR THE COLLECTION OF PROPERTY TAXES**

**BACKGROUND:**

The Tarrant County Tax Assessor/Collector has provided the Fort Worth Independent School District (FWISD) with a (3) three-year contract outlining the terms and conditions under which the Assessor/Collector will provide services for the assessment and collection of Ad Valorem taxes levied by the FWISD. Services to be provided include: 1) Receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly charges thereto; 2) Providing mortgage companies, property owners, and tax representatives tax roll and payment data; 3) Providing all necessary assessments of taxes and Truth in Taxation calculations as required, 4) the transmittal of tax statements via the U.S. Mail or electronic transfer of data; 5) Payment processing.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes
2. Decline to Approve Contract with the Tarrant County Tax Assessor/Collector for the Collection of Property Taxes
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

General Fund                   199-41-6213-001-703-99-430-000000

**COST:**

Approximate annual cost is \$520,000. Three (3) year cost is estimated at \$1,560,000. State law requires that a County Tax Assessor/Collector can only charge the taxing entities the actual costs for its services. The \$0.98 per parcel charge has been determined by the Tarrant County Tax Assessor/Collector to be necessary to recover its costs. This is the same amount as the prior contract approved in June 2019. The exact number of FWISD parcels will not be determined until September 30, 2022, when the actual number of accounts is determined. The District's estimate is based on the prior contract which utilized the same rates as in this contract.

**VENDOR:**

Tarrant County Tax Assessor/Collector

**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:**

Business and Finance

**RATIONALE:**

The most cost-efficient method of administering the services required for the assessment and collection of the District's Ad Valorem taxes is utilizing the services and expertise of the Tarrant County Tax Assessor/Collector. The Tarrant County Tax Assessor/Collector agrees to bill and collect taxes due and owing on taxable properties. The FWISD will contract with the Tarrant County Tax Assessor/Collector office for three (3) years with the Commission Rate for Tax Years 2022 - 2024 for \$0.98 per account for the entire contract term. The Tarrant County Tax Assessor/Collector will provide reports as required by Property Tax Code Sec. 31.10. Administration recommends that the Board approve the Contract and authorize the Superintendent to execute the Contract on behalf of the District.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

§  
**COUNTY OF TARRANT §**

**Agreement for the Collection of Taxes**

This Agreement for the Collection of Taxes (“Agreement”) is made this 26 day of July 2022, by and between the Tarrant County Tax Assessor/Collector, (hereinafter referred to as “ASSESSOR/COLLECTOR”), and Tarrant County, (hereinafter referred to as the “COUNTY”), both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, 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 School, whose address is 100 N University Dr, Ste NE-140B, Fort Worth, TX 76107. ASSESSOR/COLLECTOR, COUNTY, and School may be collectively referred to as the “Parties” or individually as a “Party”.

**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the School.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

**I. SERVICES TO BE PERFORMED**

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the School has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: (1) receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; (2) providing mortgage companies, property owners, and tax representatives tax roll and payment data; (3) providing all necessary assessments of taxes and Truth in Taxation calculations as required; and (4) the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All School disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the School on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the School equals at least one hundred dollars (\$100.00), or at the close of the month.

**II. REPORTS**

The ASSESSOR/COLLECTOR will provide the School with the following reports via internet access:

- Daily: Entity Distribution Report
  
- Monthly: Assessment Roll Summary (Totals Only)  
Year-to-Date Summary Report  
Detail Collection Summary Report  
Distribution Summary Report  
Detail Collection Summary by Year  
Entity Revenue and Expense Reports - as required by Property Tax Code Sec 31.10  
Delinquent Tax Attorney Tape, which includes Assessments
  
- Annual: Certified Tax Roll  
Paid Assessment Roll

The following weekly reports are available upon request only and provided via email

- Weekly: Detail Collection Summary Report  
Detail Collection Summary by Year



### **III. COMPENSATION**

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of ninety-eight cents (\$0.98) per account located within Tarrant County, and two dollars (\$2.00) per account located outside Tarrant County. The number of accounts billed will be based on the ending number of accounts on the certified roll as of September 30th for the previous year as provided by the Appraisal District. The ASSESSOR/COLLECTOR will invoice for these accounts by January 31 of each contract year with payment to be received from the School by February 28 of each contract year. The scope of services identified in this Agreement does not include the administration of a rollback election. In the event of a successful rollback election, the costs incurred by the Tarrant County Tax Office will be separately identified and billed to the School, as applicable. School must pay all such undisputed costs.

### **IV. AUDITS**

The ASSESSOR/COLLECTOR will provide the School auditor and/or School's designee with necessary explanations of all reports and access to the ASSESSOR/COLLECTOR's in-house tax system computer terminals to assist the School auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period. Additional support for entity verification or entity auditor verification is not a part of this contract. Each request for support will be reviewed individually. Reasonable costs for providing audit support will be determined by the ASSESSOR/COLLECTOR and will be separately identified and billed to the School. School must pay all such undisputed costs.

### **V. TAX RATE REQUIREMENT**

1. The School will provide the ASSESSOR/COLLECTOR copies of the resolution, ordinance, or order signed by the governing body adopting the School's current tax rate and exemption schedule to be applied for assessing purposes along with a copy of the rate calculation worksheets, if applicable, by the third Monday in September of each year of the contract. Under the authority granted under Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be identified and charged to the School. School must pay all such undisputed costs. Any additional reasonable cost or expense requiring recalculation or rebilling due to an inaccurate or erroneous tax rate provided by School will be separately identified and billed to the School. School must pay all such undisputed costs or expenses.
2. The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time that the Agreement is executed.

### **VI. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders, and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the School of that fact and the reasons therefore.

### **VII. DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the School shall be promptly transferred to the account of the School at the School's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the School's funds from the COUNTY Depository to the School's designated depository.

### **VIII. INVESTMENT OF FUNDS**

The School hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the School during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the School all interest or other earnings attributable to taxes owed to the School. All Parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may

hold such funds before payment to the School.

**IX. REFUNDS**

1. Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the School of changes in the tax roll which were mandated by the appropriate Appraisal District.
2. The ASSESSOR/COLLECTOR will not make refunds on prior-year paid accounts unless the prior-year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.
3. If the amount of the refunds processed for School exceeds collections for School, School will be placed in a negative status and no distributions will be made to School until collections exceed the negative balance.
4. All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three (3) years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions have begun and the tax account was at the time of the over or erroneous payment within the School's jurisdiction. The proportional share is based upon the School's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.
5. In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the School is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the School to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the School and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

**X. DELINQUENT COLLECTIONS**

1. The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections 33.07, 33.08, 33.11, and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the School through a written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the Firm under contract to the School.
2. If the delinquent collection Attorney contracted by the School requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the ASSESSOR/COLLECTOR's employee's reasonable expenses and proportionate salary will be the responsibility of the School and will be added to the collection expenses that are itemized and charged to the School.
3. The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

**XI. TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect through the 2024 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

**XII. NOTICES**

Any notices to be given hereunder by either Party to the other may be effected by e-mail, or in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the Parties as they appear in the introductory paragraph of this Agreement, but each Party may change this address by notice in accordance with this paragraph.

**XIII. MISCELLANEOUS PROVISIONS**

1. 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 authority to enter into the Agreement and does so by action of its governing body.

2. 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 no 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 any Party not otherwise permitted by applicable law shall be enforceable.
3. 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.
4. 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.
5. This instrument hereto contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.
6. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives and successors.
8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.
9. This Agreement and the attachments hereto constitute the sole and only agreement of the Parties hereto and supersede any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

[Signature Page Follows]

Executed on the day and year first above written, Tarrant County, Texas.

By: \_\_\_\_\_  
Wendy Burgess  
Tax Assessor/Collector Tarrant County  
WGBurgess@tarrantcounty.com \_\_\_\_\_  
Date

For the Fort Worth Independent School District:

By: \_\_\_\_\_  
Tobi Jackson, Board President \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Dr. Kent P. Scribner, Superintendent \_\_\_\_\_  
Date

Approved as to Form:

By:  \_\_\_\_\_  
Alexander Athanason, Staff Attorney \_\_\_\_\_  
Date 07/18/2022

For Tarrant County:

By: \_\_\_\_\_  
B. Glen Whitley, Tarrant County Judge \_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
Criminal District Attorney's Office\* \_\_\_\_\_  
Date

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**       **RATIFICATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT OF INNOVATION PLAN**

**BACKGROUND:**

On September 28<sup>th</sup>, 2021, the Fort Worth ISD Board of Trustees adopted a resolution that initiated the process to develop the new District of Innovation Plan. On November 9<sup>th</sup>, 2021, the Board held a public hearing on considering designation as District of Innovation (DOI) and to name the DOI Committee. On November 9<sup>th</sup>, 2021, the Board approved the formation of a DOI Committee. The District Advisory Committee (DAC) was designated as the DOI Committee for Fort Worth ISD.

On June 28<sup>th</sup>, 2022, the Board approved the District of Innovation Plan. Staff has completed the proper notification to the Commissioner and the plan must be ratified by the Board before the plan becomes final.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Ratification of the Fort Worth Independent School District of Innovation Plan
2. Decline to Approve Ratification of the Fort Worth Independent School District of Innovation Plan
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Fort Worth Independent School District of Innovation Plan

**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:**

District - Wide

**RATIONALE:**

Staff has completed the proper notification to the Commissioner and the plan must be ratified by the Board so that the plan becomes final. The final plan will be posted on the District website and a second notification will go to the Commissioner of Education no later than 15 days after the ratification.

**INFORMATION SOURCE:**

David Saenz



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

## **District of Innovation Fort Worth ISD Local Innovation Plan**

### **Introduction**

House Bill (HB) 1842, passed in 2015 in the 84<sup>th</sup> Legislative Session of the Texas Legislature, in part amended Chapter 12A of the Texas Education Code (TEC) to create Districts of Innovation. The designation allows school districts to be exempt from certain sections of the TEC, providing more flexibilities and local control to meet the needs of students and the communities served.

On September 28, 2021, the Fort Worth ISD Board of Trustees (Board) adopted a resolution to initiate the process of becoming a District of Innovation (DOI). On November 9, 2021, the Board held a public hearing on considering designation of the District as a DOI and approved the formation of a DOI Committee.

The Committee is comprised of the members of the District Advisory Council and Senior Leadership Staff.

### **Terms**

By law, the term of the designation as a DOI may not exceed five years. The term of the Fort Worth ISD Local Innovation Plan begins on June 28, 2022, and ends on June 28, 2027, unless rescinded or renewed by the Board in accordance with law, or terminated by the Commissioner of Education. The plan may be amended, rescinded, or renewed by a majority vote of the district-level committee established under TEC 11.251 (District Advisory Committee) along with a two-thirds majority vote of the Board. An **amendment** to the Plan does not change/extend the date of the term of designation as an Innovation District; exemptions that were already formally approved are not required to be reviewed. The District must notify the Texas Education Association (TEA) within five business days of **rescission** of the plan and provide a date (not to be later than the start of the following school year) at which time it will be in compliance with all sections of the TEC. During **renewal**, all sections of the plan and exemptions shall be reviewed and the original statutory adoption process must be followed. The District shall notify the Commissioner of any actions taken to amend, rescind, or renew the Plan along with the associated TEC exemptions and local approval dates. The Committee will annually review the Plan, unless the Board determines a review must be done prior to the annual review, to ensure that the recommendations are continuing to meet the needs of the District as intended and are in line with the Fort Worth ISD (FWISD) Plan efforts.

As part of the annual review process, the membership of the Committee will be modified according to the rules governing the District Advisory Committee or the makeup of the District Leadership Team, if needed.



**FORT WORTH ISD MISSION:**  
PREPARING <sup>all</sup> STUDENTS FOR SUCCESS IN  
COLLEGE, CAREER AND COMMUNITY LEADERSHIP.

The Board has ultimate authority in determining the membership of the Committee; the intent of the Board is to use the District Advisory Council, since it is a balanced representation of community members, business members, and staff.

### **Innovation Plan**

It has been determined that the following requirements of the TEC inhibit the pursuit of the goals of FWISD in meeting the needs of students at this time.

**Innovation Plan Exemption #1** required to prepare all students for success in college, career, and community leadership.

*Texas Education Code 25.0811 (a), Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August.*

*(EB LEGAL Policy)*

### **Plan Rationale**

When the state moved from mandating the number of days of instruction to a number of minutes, FWISD took the opportunity to revisit the school calendar. This has resulted in a calendar that allowed for a more targeted approach to professional learning and provided for strategic breaks for staff and students that is believed to help with the overall well-being of both, while also providing for extended family time throughout the year.

In addition, this calendar allowed FWISD to balance the days in each semester which is best for students and teachers, particularly at the secondary level when participating in a one-semester course, and in all courses relative to the pacing of lessons and learning.

A school year beginning on the fourth Monday of August will also lead to a late ending. This late ending negatively impacts additional opportunities for students in relation to summer school at the high school and college levels, other camps and enrichment programs, as well as job opportunities for students. This flexibility also allows us to mirror practices by local charters that are already afforded this flexibility. This is beyond the concerns related to the District's inability to provide the other benefits of the calendar as outlined above.

### **Local Innovation Plan Guideline**

The first day of instruction will be scheduled in a manner that best meets the needs of FWISD and its students, staff, and community in furthering the educational program. The development of the calendar will be executed through the District Calendar Committee and reviewed by the District Advisory Committee (DAC), the District Employee Relations Council (DERC), and other stakeholder groups.





**Innovation Plan Exemption #2** required to prepare all students for success in college, career, and community leadership.

*Texas Education Code Sec. 21.003. CERTIFICATION REQUIRED. (a) A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.*

*Texas Education Code Sec. 21.053. PRESENTATION AND RECORDING OF CERTIFICATES. (a) A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding.*

*(b) An educator who does not hold a valid certificate may not be paid for teaching or work done before the effective date of issuance of a valid certificate.*

*19 Texas Administrative Code Chapter 231: Criteria for Assignment of Public School Personnel.*

Texas Education Code §21.003, §21.053, and 19 Texas Administrative Code Chapter 231 limit the District's ability to hire instructors for hard-to-fill and high-demand courses when high quality, State Board of Educator Certification (SBEC) certified teachers are not available.

## **Plan Rationale**

The District seeks flexibility to recruit, select, and place instructors who do not hold teaching credentials required by these statutes when high quality, certified teachers are not available in hard-to-fill and high-demand positions. The District seeks approval to hire instructors with industry experience that align to career and technical pathways offered to District students in grades 7 through 12;

## **Local Innovation Plan Guidelines**

When developing parameters for hiring instructors in the areas of Career and Technical Education who do not have the requisite certificate, the District shall ensure the following:

- The District will first consider high quality, certified teachers.
- The District will establish criteria for selection of high quality, non-certified candidates and must implement a rigorous on-boarding and training program for newly hired, non-certified instructors. The program must emphasize support in classroom management and effective instructional practice.



**Innovation Plan Exemption #3** required to prepare all students for success in college, career, and community leadership.

*Texas Education Code §25.092 MINIMUM ATTENDANCE FOR CLASS CREDIT OR FINAL GRADE. (a) Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered.*

### **Plan Rationale**

First and foremost, this exemption would allow our District to use the mastery of content, not bound by attendance rules, to counteract the negative impacts of COVID-19 related to earning course credit or grade level proficiency for on-track graduation.

Secondly, this exemption allows the District flexibility for students demonstrating mastery of content through an innovative program, alternative academic settings, dropout recovery settings, and a more flexible, individualized pace not constrained by attendance rules.

### **Local Innovation Plan Guidelines**

- The District may allow the exemption in five settings:
  1. As an acceleration strategy, for all students, for credit recovery or to accelerate academically as part of a student's approved 4-year plan.
  2. As strategy to keep students on-track, in a District Alternative Education Program.
  3. As strategy to keep students on-track in a Dropout Recovery School/Program.
  4. As a means for students to gain high school credit, when participating in the District's Early College settings, that may not match the traditional school year calendars.
  5. Should a District virtual school be established at any point during the life of this DOI plan.
- The District will convene a cross-functional team, led by School Leadership, to create the standards, practices, and training plans for this effort. The standards must be presented to the DERC and DAC for feedback. The final standards and practices for this effort must be approved by the District Leadership Team and Superintendent.

*It is noted that through the annual review process, further innovations and exemptions may be needed to advance the work of the District in meeting the needs of students, and amendments may be necessary. As other districts across the state pursue this process and implement plans through this provision for additional flexibilities and more local control, new ideas for innovation may emerge that have great applicability in FWISD. We hope that through the natural course of having more autonomy and freedom to think innovatively that all students across the state will be able to take advantage of these key learnings.*

## **Local Innovation Plan Committee Members**

Kent P. Scribner	Superintendent of Schools
Karen Molinar	Deputy Superintendent
Sherry Breed	Chief of Equity & Excellence
Marcey Sorensen	Chief Academic Officer
Cherie Washington	Chief of Student Support Services
Jerry Moore	Chief of Schools
David Saenz	Chief Innovation Officer
Carmen Arrieta-Candelaria	Chief Financial Officer
Cynthia Rincón	Chief of Risk, Ethics & Compliance Management
Raúl Peña	Chief Talent Officer
Vicki Burris	Chief of Capital Improvement Program
Marlon Shears	Chief Information Officer
Joseph Coburn	Chief of Operations
Barbara Griffith	Senior Communications Officer
Rachel Madison	Elementary School Classroom Teacher, Carroll Peak ES
Emily Isaac	Elementary School Classroom Teacher, Location – Phillips ES
Amanda Saenz	Elementary School Classroom Teacher, Washington Heights ES
Stephanie Plotner	Elementary School Classroom Teacher, Tanglewood ES
Mahika Jhangiani	Middle School Classroom Teacher, International Newcomer Academy
Lisa McGlothlin	Middle School Classroom Teacher, Rosemont ES
Faith Simon	High School Classroom Teacher, Polytechnic HS
Dalynn Cross	High School Classroom Teacher, Diamond Hill-Jarvis HS
Melody Ellison	At-large, non-teaching Position, Young Women’s Leadership Academy
Kelli Taulton	Elementary School Administrator, Principal, Hazel Harvey Peace ES
Mandi Murphy	Elementary School Administrator, Principal, North High Mount ES
Tracy Smith	Middle School Administrator, Principal, E.M. Daggett MS
Makenzie Carpenter	Elementary School Parent
Dr. Hana Dobrovolny	Middle School Parent
Bret Helmer	High School Parent
Joy Schwartz	High School Parent
Jason Amon	Special Education Parent
Chandra Riccetti	Program of Choice/School of Choice Parent
Jennifer Ledbetter	Program of Choice/School of Choice Parent
Alexandra Thurston	Community Representative
Steven Poole	Community Representative
Steve Gay	Business Representative
Estrus Tucker	Business Representative

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**       **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**

**BACKGROUND:**

On November 2, 2021, the voters of Fort Worth ISD approved the issuance of \$1,211,000,000 (the “2021 Authorization Amount”) in school bonds for the construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor and the levying and imposition of taxes sufficient to pay the principal of and interest on the bonds. This issuance is the first issuance under the authority of the 2021 Bond Election for the aforementioned purposes. In order to provide for adequate cash flows to fund the ongoing construction of voter authorized projects, the Administration has identified the need to issue bonds in the amount of \$150,000,000 in August 2022. Such an issuance is accomplished by the adoption of an Order Authorizing the Issuance of “Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2022”; levying a continuing direct annual ad valorem tax for the payment of such bonds; and resolving other matters incident and related to the issuance, sale, payment, and delivery of such bonds, including establishing procedures and delegating matters to authorized district officials. Current projections indicate that this bond issuance can be accomplished with no increase to the District’s Interest and Sinking Fund tax rate.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. 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
2. 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

3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**        *Additional Details*

Debt Service Fund	Repayment of bond principal and interest is accomplished through the District Interest and Sinking Fund Tax Rate which is not expected to increase as a result of this transaction.
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**COST:**

Estimated Transaction Costs such as Underwriters’ Discount, Bond Counsel, Disclosure Counsel, Financial Advisors, and other transaction costs to be financed and are expected to be no more than 2% of the principal amount issued.

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

- 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 Business and Finance

**RATIONALE:**

Issuance of Bonds is authorized pursuant to the Constitution and general Laws of the State of Texas, including Section 45.001 and 45.003(b)(1) of the Texas Education Code, as amended, Chapter 1371, Texas Government Code, as amended, and an election held on November 2, 2021. That election was approved by a majority of the participating voters of the Fort Worth Independent School District. The issuance of bonds is needed to provide funding for the projects approved by the voters.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria

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**ORDER  
AUTHORIZING THE ISSUANCE OF**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BONDS,  
SERIES 2022**

**Adopted: July 26, 2022**

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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

WHEREAS, the Board of Education Trustees (the “Board”) of the Fort Worth Independent School District (the “District”) hereby finds and determines that unlimited tax bonds approved and authorized to be issued at an election held on November 2, 2021 (the “Election”) should be authorized to be issued at this time; a summary of the bonds authorized at such election, the principal amount authorized, amount heretofore issued, amount being issued pursuant to this order and any amount remaining to be issued will be set forth in the Pricing Certificate (hereinafter referenced); and

WHEREAS, the Board hereby reserves and retains the right to issue the balance of any unissued bonds approved at the Election in one or more installments when, in the judgment of the Board, funds are needed to accomplish the purposes for which such bonds were authorized; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of Bonds to be issued, to negotiate the terms of sale thereof and to determine any other details relating to the issuance, sale, delivery and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to authorize the issuance of the bonds, with the terms of such bonds to be included in one or more pricing certificates (each, a “Pricing Certificate”) to be executed by the Pricing Officer (hereafter designated), all in accordance with the provisions of Chapter 1371, Texas Government Code, as amended; now, therefore:

BE IT ORDERED BY THE BOARD OF EDUCATION TRUSTEES OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “FORT WORTH INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2022” and/or any additional or different designation as specified in the Pricing Certificate (herein referred to as the “Bonds”) for the (i) construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor, and (ii) payment of the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the applicable Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R-” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the applicable Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

SECTION 3. Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1371 of the Texas Government Code, as amended, the Superintendent of Schools or the Chief Financial Officer of the District, each acting individually (either, the “Pricing Officer”), is hereby authorized to act on behalf of the District in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Order, including, determining the aggregate original principal amount of each series of the Bonds to be issued, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds of each series will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption or defeasance provisions, the designation of a Paying Agent/Registrar, satisfying the requirements of Texas Government Code, Chapter 1371, as amended, and all other matters relating to the issuance, sale, and delivery of each series of Bonds all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of all Bonds issued hereunder shall not exceed \$150,000,000;

(ii) the maximum true interest cost of each series of Bonds shall not exceed 5.5%; and

(iii) the maximum maturity date for each series of Bonds issued hereunder shall not exceed August 15, 2052.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of each series of Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which such series of Bonds are authorized and to pay costs of issuing such series of Bonds. The delegation made hereby shall

expire if not exercised by the Pricing Officer within 365 days of the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

SECTION 4. Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In each Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the applicable series of Bonds. Books and records relating to the registration, payment, exchange and transfer of each series of the Bonds (the “Security Register”) shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a “Paying Agent/Registrar Agreement,” substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of each series of Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the applicable series of Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the applicable series of Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the “Designated Payment/Transfer Office”); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bond authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bond authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Bonds,” evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Bonds” shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold the Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry-only clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the District by the President of the Board under its seal reproduced or impressed thereon and attested by any Vice President or the Secretary of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of adoption of this Order shall be deemed

to be duly executed on behalf of the District, notwithstanding that such individuals no longer hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit B, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Exhibit B, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

**SECTION 8. Initial Bond.** The Bonds herein authorized shall be initially issued as a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the “Initial Bond”) and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

**SECTION 9. Forms. (a) Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund, if applicable, or being insured, if applicable, and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. Each Pricing Certificate shall set forth the final and controlling form and terms of the applicable series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10. Levy of Taxes. To provide for the payment of each series of the Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on each series of the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of each series of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (as hereinafter defined); full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL SERIES 2022 UNLIMITED TAX SCHOOL BUILDING BOND FUND" and/or any additional or different designation as specified in the Pricing Certificate (each, an "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of each series of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the applicable Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, if any, will be sufficient to pay the payments due on the applicable series of Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the applicable Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on such series of Bonds unless the District has deposited to the credit of the applicable Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with Texas Education Code, Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Texas Education Code, Chapter 46, as amended, and while such Chapter 46 or any substitute program therefor requires such state assistance to be deposited to the applicable Interest and Sinking Fund for such series of Bonds, the District covenants and agrees to deposit to the credit of the applicable Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for such series of Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the applicable Interest and Sinking Fund.

The President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, individually or jointly, are hereby

authorized and directed to cause to be transferred to the Paying Agent/Registrar for each series of Bonds, from funds on deposit in the applicable Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of each series of Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for each applicable series of Bonds.

SECTION 11. Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12. Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the applicable series of Bonds, at the times and in the manner stipulated in this Order and the Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if



notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the applicable series of Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the applicable series of Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term “Government Securities” means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds of

such series for redemption; (ii) gives notice of the reservation of that right to the owners of the applicable series of Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13. Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate applicable to each series of Bonds issued hereunder, shall constitute a contract with the Holders from time to time, shall be binding on the District, and shall not be amended or repealed by the District so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 33 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount of the applicable series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The District shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the District receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the District shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than

those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than taxes of general application within the District or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The District shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately

and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the District shall pay to the United States out of the general fund, other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The District hereby directs and authorizes the President, any Vice President and the Secretary of the Board, the Superintendent of Schools and the Chief Financial Officer of the District, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document.

(k) Reimbursement. The District reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with Bond proceeds and this Order shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations expected to be issued for the projects is \$150,000,000.

SECTION 15. Sale of Bonds - Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the Pricing Certificate (herein referred to as the "Purchasers") by (i) negotiated sale, in accordance with a bond purchase agreement (the "Purchase Contract"), (ii) private placement, in accordance with an agreement to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;

9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President, any Vice President or the Secretary of the Board or the Pricing Officer is authorized and directed to execute and deliver for and on behalf of the District a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of each series of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

**SECTION 16. Control and Custody of Bonds.** The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bond, pending the investigation and approval of the Initial Bond by the Attorney General of the State of Texas, and the registration of the Initial Bond to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the President, any Vice President and the Secretary of the Board of the District, the Superintendent of Schools and the Chief Financial Officer of the District, any one or more of such officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the District and the issuance of the Bonds, including a certification as to facts, estimates, circumstances, and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Bonds, as may be necessary for the issuance of the Bonds, the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Bonds to the Purchasers and, together with the District's financial advisor, Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

**SECTION 17. Proceeds of Sale.** Immediately following the delivery of each series of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance, any accrued interest received from the Purchasers and capitalized interest in the amount, if any, specified in the Pricing Certificate) shall be deposited to the credit of a construction account maintained on the books and records of the District and, if not immediately invested, in a fund kept at a depository bank of the District. Pending expenditure for authorized projects and purposes,

such proceeds of sale may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, as amended, including guaranteed investment contracts permitted in Section 2256.015, et seq., Texas Government Code, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Board. Any accrued interest, capitalized interest received from the sale of the Bonds and any excess bond proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the applicable Interest and Sinking Fund.

SECTION 18. Notices to Holders-Waiver. Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 20. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of a series of Bonds is subject to being furnished a final opinion of the District's bond counsel, Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving such series of Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for such series of Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the applicable series of Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the applicable series of Bonds. The prior engagement of such firm as Bond Counsel to the District is hereby confirmed and ratified. Additionally, the Board hereby confirms the prior engagement of West & Associates, L.L.P. as Disclosure Counsel to the District with respect to this Bond issuance.



SECTION 21. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 22. Further Procedures. Any one or more of the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, and the Chief Financial Officer of the District, are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President, any Vice President and the Secretary of the Board, the Superintendent of Schools, or the Chief Financial Officer of the District, or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 23. Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 24. Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall

be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 29. Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 30. Permanent School Fund Guarantee. Each series of the Bonds may be sold with the principal of and interest thereon being guaranteed by the "Permanent School Fund" created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the "Commissioner") for the applicable series of the Bonds to be, subject to compliance with the Texas Education Agency's rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds are eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

(i) Immediately following a determination of the District's inability to pay any principal payment or interest installment, on the applicable series of Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds of the applicable series, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds of the applicable series which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the applicable series of Bonds, (d) the date when funds for the payment of the Bonds of such series or interest thereon shall be required by the District and deposited with the Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond of the applicable series and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code shall prevail, to the extent of conflict, over the provisions of Section 19 hereof, and such amount or amounts paid

with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the applicable series of Bonds.

(v) Written notice advising of the defeasance of the applicable series of Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the applicable series of Bonds, and such defeasance shall cause the guarantee of the applicable series of Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 31. Bond Insurance. Each series of Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for such series of Bonds and make the determination of the provisions of any commitment therefor.

SECTION 32. Credit Enhancement. Each series of Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq.. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 33. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2 12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. To the extent specified in the Pricing Certificate, the District shall provide annually to the MSRB (1) within six months after the end of each fiscal year of the District beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year of the District, then the District shall file unaudited financial statements within such twelve-month period and audited financial statements for the applicable fiscal year of the District, when and if the audit report on such statements becomes available.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet website or filed with the SEC.

(c) Material Event Notices. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District, and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the applicable series of Bonds while, but only while, the District remains an “obligated person” with respect to the applicable series of Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount of any affected series of Bonds then Outstanding consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35. Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

*[The remainder of this page left blank intentionally]*

PASSED AND ADOPTED, this July 26, 2022.

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Education

ATTEST:

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Secretary, Board of Education

(District Seal)



**EXHIBIT A**

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

**EXHIBIT B**

Form of Definitive Bonds.

REGISTERED  
NO. R- \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2022

Bond Date: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Stated Maturity: \_\_\_\_\_ CUSIP NO: \_\_\_\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The Fort Worth Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, and each \_\_\_\_\_ and \_\_\_\_\_ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the \_\_\_\_\_ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All

payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ \_\_\_\_\_ (herein referred to as the "Bonds") for the construction, renovation, acquisition, and equipment of school buildings in the District and the purchase of the necessary sites therefor and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Education Code, Sections 45.001 and 45.003(b)(1), as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Order adopted by the Board of Education Trustees of the District authorizing the Bonds (herein referred to as the "Order").

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20____	Term Bonds Due _____ 20
<u>Redemption Date</u>	<u>Redemption Date</u>
_____, 20__	_____, 20__
<u>Principal Amount</u>	<u>Principal Amount</u>
\$ _____	\$ _____

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after \_\_\_\_\_, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000

or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_, 20\_\_\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that the redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented

with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Education Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

FORT WORTH INDEPENDENT SCHOOL  
DISTRICT

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President, Board of Education Trustees

ATTEST:

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Secretary, Board of Education Trustees

(SEAL)

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Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
 OF PUBLIC ACCOUNTS (   
 THE STATE OF TEXAS ( REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in \_\_\_\_\_ is the Designated Payment/Transfer Office for this Bond.

\_\_\_\_\_  
\_\_\_\_\_  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_ (Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

The Initial Bond shall be in the form set forth in the "Form of Definitive Bonds" hereof, except as follows:

Heading and paragraph one shall be amended to read as follows:

NO. T-1 \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
FORT WORTH INDEPENDENT SCHOOL DISTRICT  
UNLIMITED TAX SCHOOL BUILDING BOND  
SERIES 2022

Bond Date:  
\_\_\_\_\_, 20\_\_

Registered Owner:

Principal Amount:

The Fort Worth Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on \_\_\_\_\_ in the years and in principal installments in accordance with the following schedule:



<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the \_\_\_\_\_ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, and each \_\_\_\_\_ and \_\_\_\_\_ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by \_\_\_\_\_ (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in \_\_\_\_\_ (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the \_\_\_\_\_ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

*[The remainder of this page left blank intentionally]*

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE REPLACEMENT OF STORM - DAMAGED STRUCTURES  
AND EQUIPMENT AT POLYTECHNIC HIGH SCHOOL FOR THE  
BASEBALL AND SOFTBALL FIELDS**

**BACKGROUND:**

The baseball and softball fields at Polytechnic High School sustained damage from a storm that occurred on March 21, 2022. A roof from a home in the neighborhood became airborne and swept through the baseball and softball fields at the campus. Baseball field damage includes both dugouts, dugout barriers, batting cages, and all the equipment in the batting cages. Softball field damage includes batting cages, its equipment, and windscreen damage. Although an insurance claim has been filed, immediate replacement is necessary to ensure these programs may continue as scheduled.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Replacement of Storm - Damaged Structures and Equipment at Polytechnic High School for the Baseball and Softball Fields
2. Decline to Approve Replacement of Storm - Damaged Structures and Equipment at Polytechnic High School for the Baseball and Softball Fields
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**       *Additional Details*

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

**COST:**

\$198,420

**VENDOR:**

Hellas Construction, 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 Buyboard, Contract 641-21. 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:**

Polytechnic High School  
District Operations

**RATIONALE:**

Restoring the damaged baseball and softball fields is necessary for teaching, learning, efficiency and effectiveness.

**INFORMATION SOURCE:**

Joseph Coburn



June 23, 2022

David Guerra – Area II Director  
Polytechnic High School  
1300 Conner Ave.  
Fort Worth, TX 76105

RE: Polytechnic High School  
Synthetic Turf Batting Cage Proposal

**Hellas Construction, Inc.** is pleased to provide this Scope of Work and Proposal for the above referenced project.

### **General Conditions**

**Hellas** will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, synthetic turf shop drawings.
5. Provide final punch-out and clean-up of the completed project.

### **BASE PROPOSAL**

#### **Existing Conditions or Sitework**

**Hellas** scope of work:

1. Construct one (1) construction entrance.
2. Remove and haul off existing turf, steel posts, netting, and other existing batting cage components.

#### **Athletic Equipment**

**Hellas** scope of work:

1. Provide and install the following athletic equipment:
  - A. Two (2) batting cage tunnels
  - B. One (1) portable batting cage
  - C. One (1) pitching bullpen
  - D. Two (2) batting tees
  - E. Netting and padding for railing in dugouts
  - F. One (1) Mound tamp





**Synthetic Turf Field**

Hellas scope of work:

1. Synthetic Turf - Provide and install approximately 3,420 square feet of **TV60 REALGRASS 60 oz.** 100% Polyethylene Extruded Monofilament synthetic turf.

**Proposal Price**

**\$198,420.00**

---

**EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Any concrete work
3. Any concrete demolition.
4. Engineering.
5. Site security.
6. Any Allowances or Contingencies.
7. Taxes.
8. Prevailing or union wages.
9. Any permits or fees, including any utility impact fees generated by construction improvements.
10. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

**Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

***\*Pricing valid for 45 days from date of this proposal.***

*Phil Harley*  
**Senior Estimator**

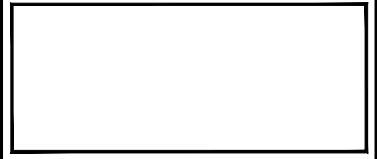


Hellas Construction, Inc. (P) (512) 250-2910  
12000 West Parmer Lane (F) (512) 250-1960  
Austin, TX 78613 hellasconstruction.com

OWNER:  
Fort Worth ISD  
Polytechnic Senior High School  
1300 Conner Ave, Fort Worth, TX 76105  
(817) 814-0000

PROJECT:  
SYNTHETIC TURF BATTING CAGES

PROJECT LOCATION:  
FORT WORTH, TEXAS



COMMENTS:  
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual colors may vary.

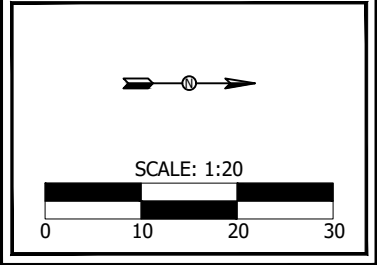
DRAWN BY: SDL

All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:  
APRIL 6, 2022

REVISION:  
-

SHEET TITLE:  
COLOR RENDERING  
SHEET NUMBER:  
1



## OPERATIONS SERVICES CONTRACT

**State of Texas**

§  
§  
§

**County of Tarrant**

This Operation Services Contract (the "Contract" or "Agreement") is made by and between the Fort Worth Independent School District ("Owner" or "District"), located at 100 N. University Drive, Fort Worth, Texas 76107, and the individual, or contractor defined below ("Contractor") for the provision of services enabling the District's day-to-day operations as described in the Agreement. This Agreement is made effective as of the latest date on which it is signed by the authorized representatives of the Parties (the "Effective Date"). The "Parties" will herein refer to the Owner and Contractor.

Individual/Firm Name:      **Hellas Construction, Inc.**  
Address #1:                      12000 West Parmer Lane  
Address #2: City, State, Zip      **Austin                                      Texas                                      78613**

Contractor desires to provide services to the District that will provide for the District's operations, and the District desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on the Effective Date, Contractor will provide to the District the services described in the attached **Exhibit A** (collectively, the "Services"). The District's terms and conditions in this Agreement will govern if there is a conflict between the terms of this Agreement and any terms or conditions inserted in the Contractor's proposal, Scope of Work, or description of services included in Exhibit A.
  
2. **SCOPE OF WORK.** Contractor will provide all services, materials, machinery, expertise, and labor necessary for the completion of the Services. The Services will be completed at the location described in the attached **Exhibit A**, and which is owned by the District ("Worksite"). If the Services include construction, this requirement of the Contractor includes building and construction materials, labor, site security, and all required tools and machinery needed for completion of the Services.
  - a. **Manner of Work.** Contractor shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.
  
  - b. **Exclusions.** The Parties specifically exclude the following from the Services, and in no circumstances will the Contractor be required to provide the following under this Agreement:

See attached Exhibit A.

- c. **Responsibility for Theft.** Contractor is solely responsible for any expenses resulting from the loss or theft of materials, tools, and equipment located or otherwise stored at the Worksite during the provision of the Services.
3. **PLANS, SPECIFICATIONS, AND CONSTRUCTION DOCUMENTS.** Owner will make available to Contractor all plans, specifications, drawings, blueprints, and similar plans, specifications, and/or construction documents, as applicable, that are necessary for Contractor to provide the Services described herein. Any such materials will remain the property of the District. Contractor will promptly return all such materials, if any, to the District upon completion of the Services.
4. **WORKSITE.** The Owner warrants that it owns the property where the Worksite is located and is authorized to enter into this Agreement. Prior to the start of the Services, the District shall provide an easily accessible site, which meets all zoning requirements for the structure, if any, and in which the boundaries of the District's property.
- a. **Free Access to Worksite.** The District will allow workers, and if necessary, vehicles, access to the areas of the Worksite where the Services will occur. Contractor must keep doorways and other walkways clear for the movement of District students and staff during work or school hours. Contractor will make reasonable efforts to protect the District's property, both inside and outside of District buildings during the provision of the Services. Contractor also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions that do not cause health or safety hazards.
- b. **Utilities.** If necessary to perform the Services and as described in Exhibit A, the District shall provide and maintain, as necessary, water and electrical service, connect permanent electrical service, gas service or oil service, whichever is applicable, and tanks and lines to the area where Contractor is performing services under this Agreement after an acceptable cover inspection has been completed, and prior to the installation of any inside wall cover. If applicable, the District shall, at the District's expense, connect sewage disposal and water lines to the said building prior to the start of services, and at all times maintain sewage disposal and water lines during services as applicable. The District shall permit Contractor to use, at no cost, any electrical power and water necessary to carry out and complete the work.
5. **MATERIALS AND/OR LABOR PROVIDED.** Contractor will provide to District a list of all parties furnishing materials and/or labor to Contractor as part of the Services, and the dollar amounts due or expected to be due with regards to the provision of the Services herein described. This list of materials and labor shall be attached to this Agreement as **Exhibit B**. Contractor declares, under the laws of the State of Texas, that this List is a true and correct statement of all parties providing materials and labor as part of the Services herein described.
- a. **Substitution of Materials.** Contractor may substitute materials only with the express written approval of the District, provided that the substituted materials are of equal or better quality than those previously agreed upon by the Parties.



6. **REQUIRED INSURANCE.** At all times during the Contract Term, the Contractor(s) 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 Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Contractor's services to be performed pursuant to this Contract 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 Contractor, its employees, agents, representatives or Contractors. Contractor, 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.

<b>Bodily Injury</b>	\$500,000.00 combined single limits
<b>Property Damage</b>	\$1,000,000.00 aggregate

**Class D Risk**—large construction or service contracts above \$3,000,000.00.

<b>Bodily Injury</b>	\$1,000,000.00 combined single limits
<b>Property Damage</b>	\$2,000,000.00 aggregate

b. **Automobile Liability Insurance.** The Contractor must maintain in force, throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the Contractor 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. **Worker's Compensation/Employers' Liability.** Contractor 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 Contractor must conform to the following requirements:

- i. The Contractor'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.
- ii. If on a claims-made basis, the Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
- iii. The minimum limits to be maintained by the Contractor 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 Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract 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.

- f. **Endorsements.** 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 Contractor's Policy(ies) required under this Agreement.
- g. **Proof of Insurance.** Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor 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 Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred

due to the Contractor's failure to perform the agreement terms. The Contractor must name the District as an additional insured.

7. **INSPECTION.** The District has the right to inspect all work performed under this Contract and confirm that the facilities which the Contract improved, repaired, or installed function properly. All defects and uncompleted items shall be reported and corrected by the Contractor immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government departments or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All required inspections and tests must be documented and reflect commensurate results to effectively operate without conflicts of any nature. All inspection and certification will be done at the District's expense.
8. **JOB COMPLETION.** The Contractor's performance of the work described in this Contract will be deemed complete and trigger the District's payment obligation in Section 9, when the Section 7 inspection is completed and the inspector verifies that the Contractor perfectly tenders the contracted services.
  - a. **Insufficiencies.** If the inspector determines the Services are not completed or the facilities do not function properly, Contractor must promptly correct any insufficiencies. Contractor's failure to remedy insufficiencies will warrant the District to render payment of the contract price less any reasonably forecasted expenses necessary to remedy Contractor's work.
9. **PAYMENT.** As full compensation for the Services provided, District will make payment following satisfactory completion of the Services in an amount **NOT TO EXCEED** \$Total 170,600.00 ("Total Contract Price"), inclusive of all fees and allowable expenses.
  - a. No payment in advance of or in anticipation of services to be provided under Agreement will be made by District with the exception of a deposit amount required by Contractor and only upon mutual agreement of Parties. The fees due under the Agreement will be prorated in the event either party terminates Agreement prior to the expiration date.
10. **TERM.** Contractor shall commence the Services within 30 days of Planned Start Date September 1, 2022 and shall complete the Services on or before Project Completion Date. September 30, 2022 Upon completion of the project, District agrees to sign a Notice of Completion within ten (10) business days after the completion of the contract, pending a final inspection which certifies all work is complete. If the project passes its final inspection and District does not provide the Notice, Contractor may sign the Notice of Completion on behalf of the District.
  - a. **Time Is of The Essence.** It is essential that the Services be completed in a timely manner due to the nature of the Services. Accordingly, the Parties agree that **time shall be of the essence**, and any delay beyond the prescribed date for completion of the services as described in this Section will be a material breach of this Agreement.

- 11. PERMITS.** The District shall obtain all necessary building or work permits for the completion of the Services. Contractor shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to complete the Services; the cost thereof shall be included as part of the Total Contract Price under this Agreement.
- 12. INSURANCE, PAYMENT, AND PERFORMANCE BONDS.** Before work begins under this Contract, Contractor shall furnish certificates of insurance to the District substantiating that Contractor has placed in force valid insurance covering its full liability under the Workers' Compensation laws of the State of Texas and shall furnish and maintain general liability insurance, and builder's risk insurance for injury to or death of a person or persons, and for personal injury or death suffered in any construction-related accident and property damage incurred in rendering the Services in an amount required by the District. Contractor shall also furnish certificates of Payment and Performance Bonds as required by Texas law. Failure to furnish such bonds when required shall render this agreement void.
- 13. 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. 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, Contractor 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.
- 14. CONFIDENTIALITY.** Contractor, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Contractor, or divulge, disclose, or communicate in any manner, any information that is proprietary to the District. Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential.
- a. Upon termination of this Contract, Contractor will return to the District all records, notes, documentation, and other items that were used, created, or controlled by the Contractor during the term of this Contract.
  - b. This provision will continue to be effective after the termination of this Contract.
  - c. Contractor 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. Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor 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.

## INDEMNIFICATION.

- d. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
  - e. CONTRACTOR 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 CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, 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 CONTRACTOR AND CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR 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 CONTRACTOR AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
  - f. 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.
  - g. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.
- 15. WARRANTY.** Contractor shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Contractor's community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to

Contractor on similar projects. Contractor shall provide services in conformance with the plans, specifications, and any breakdown and binder receipt signed by Contractor and the District.

**16. CRIMINAL BACKGROUND CHECK.** The Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor is the person, owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

- a. Recertification.** The Contractor must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a “location where students are regularly present.” A photographic identification badge, issued by a District approved third party company at the Contractor’s expense, must identify the Contractor’s employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section constitutes a breach of contract.
- b. No Student Contact.** The Contractor agrees that its employees, contractors, and volunteers will not work with the District’s students prior to the receipt of acceptable results of the employees’ or volunteers’ criminal background check.
- c. Required Notice of Conviction.** The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This Subsection does not apply to a publicly held corporation.

**17. ACCIDENT AND INCIDENT REPORTING.** The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement

or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor's performance of this agreement.

- a. **Child Abuse Reporting.** The Contractor must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.
- b. **Reporting.** The Contractor must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Contractor's supervision.

**18. CONTRACTOR'S BEHAVIOR.** Sexual harassment of employees of the Contractor, employees of the District, or students of District by Contractor or Contractor's employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.

- a. **Compliance With Board Policies.** Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>. In the event that Contractor or an individual under its control violate a District Board Policy, the District may terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.
- b. **Contractor's Status & Liability.** The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to: (1) make Contractor the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives in respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect Contractor's independent contractor status described herein.
- c. **Banned Substances.** Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor must also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all

other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

- 19. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES.** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor 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.
- 20. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor 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 contract against a firearm entity or firearm trade association.
- 21. BOYCOTT ISRAEL.** Pursuant to Texas Government Code Chapter 2271, to the extent that Contractor 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, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of this Agreement.
- 22. 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, Contractor 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.
- 23. 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 Contractor agrees that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 24. LIABILITY.** Contractor's liability on any claim for loss or damage arising out of this Contract shall not be capped, and shall cover all direct, consequential, incidental, penal, and other damages occurring from the Contractor's breach, or the breach of any of Contractor's subordinate entities or individuals.



**25. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure of the District to make a required payment when due.
- b. The insolvency of either Party or if either Party shall, either voluntarily or involuntarily, become a debtor of or seek protection under Title 11 of the United States Bankruptcy Code.
- c. A lawsuit is brought on any claim, seizure, lien, or levy for labor performed or materials used on or furnished to the project by either party or there is a general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency brought against either Party.
- d. The failure of the District to make the building site available or the failure of Contractor to deliver the Services in the time and manner provided for in this Agreement.

**26. FORCE MAJEURE.** Neither Party will be liable to the other Party hereunder or in default under this Contract 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.

**27. REMEDIES.** In addition to any and all other rights a party may have available according to the law of the State of Texas, if a Party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other Party may terminate the Contract by providing written notice with sufficient detail of the nature of the default to the defaulting Party. The Party receiving said notice shall have 10 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 10 days. Unless waived by a Party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

- a. **No Preliminary Alternate 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 in writing by the Parties.

**28. ENTIRE AGREEMENT.** This Contract contains the entire Agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this Agreement with the exception of any response by Contractor to the District's Request for Proposals, if any. Any amendments must be in writing and signed by each party. This Agreement supersedes any prior written or oral agreements between the Parties.

**29. THESE TERMS CONTROL.** In the event that the terms of this Agreement conflict with the terms of any attachments, incorporated documents, or otherwise, regardless of whether they are provided by the District or the Contractor, the terms of this Agreement will control.

**30. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**31. AMENDMENT.** This Agreement may be modified or amended in writing if the writing is signed by each party.

**32. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without regard to any choice of law provisions of Texas or any other jurisdiction.

**33. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph, or to such other address as one party may have furnished to the other in writing.

- a. To District: Fort Worth Independent School District  
Name of District Contact:  
Address: 4200 Lubbock Ave.  
Fort Worth, Texas 76115
  
- b. With Copies to: Fort Worth Independent School District  
Office of Legal Services  
Attn: Chief Legal Counsel  
100 N. University Dr., Ste. NE 226
  
- c. To Contractor: Hellas Construction, Inc.  
Name of Vendor Contact: Tyler Pufahl  
Address: 12000 West Parmer Lane  
Austin, TX 78613

**34. WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**35. SIGNATORIES.** This Agreement shall be signed by Dr. Kent Scribner, Superintendent, or his designee, acting on behalf of Fort Worth Independent School District, and the Contractor representative identified below, on behalf of Contractor, and become effective on the Effective Date.

**ELECTRONIC SIGNATURE**

The Parties agree here 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 Contractor, 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.

**FOR DISTRICT:**

**FOR CONTRACTOR:**

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

Name: Joseph Coburn  
Title: Chief of District Operations  
Date: 06/23/2022  
Req. #:

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

Name: Tyler Pufahl  
Title: Chief Estimator  
Date: 06/23/2022

**SUPERINTENDENT APPROVAL**  
(Required over \$25,000)

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

Dr. Kent P. Scribner  
Superintendent of Schools  
Date: 06/23/2022

**Business Organization: (Check one)**

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other Entity Type:

**APPROVED AS TO FORM:**

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

Legal Counsel for District  
Date: 06/23/2022

**Contractor Employer ID #:**

26-1580419

**FORM D - CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

**(a) CRIMINAL BACKGROUND CHECK**

The Contractor listed below will obtain history record information that relates to an employee, applicant for employment, or agent of the Contractor (“servant”) if the servant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property, or at another location where students are regularly present. The Contractor certifies to FWISD that before beginning work, and at least once per year thereafter, criminal history record information will be obtained. The Contractor shall assume all expenses associated with the background checks and shall immediately remove any servant who was convicted of any felony, or a misdemeanor involving moral turpitude, as defined by Texas law, from FWISD’s property or other location where students are regularly present. FWISD shall be the final decider of what constitutes a “location where students are regularly present.” Contractor’s violation of this section shall constitute a substantial failure. If the Contractor is the person, owner, or operator of the business entity, Contractor may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.

**(b) FELONY CONVICTION NOTIFICATION**

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

**THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION**

*If the Contractor is a publicly held corporation, proceed to Section A, below.*

I, the undersigned agent for the Contractor named below, certify that: (1) the information concerning criminal background check and notification of felony convictions has been reviewed by me; (2) the following information furnished is true to the best of my knowledge; and (3) I acknowledge compliance with this section.

Contractor’s Name: Hellas Construction, Inc.  
Authorized Company Official’s Name: Tyler Pufahl

A. The Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable:

Company Official’s Signature: \_\_\_\_\_ Date: 06/23/2022

B. The Contractor is not owned nor operated by anyone who has been convicted of a felony:

Company Official’s Signature:  Date: 06/23/2022

C. The Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_  
Details of Conviction(s): \_\_\_\_\_  
Company Official’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: Name & Signature of Company Official should be the same as on the Affidavit (Form C)**

Contractor is responsible for the performance of the persons, employees, and sub-contractors Contractor assigns to provide services for the Fort Worth ISD pursuant to this RFP on any and all Fort Worth ISD campuses or facilities. Contractor will not assign individuals to provide services at a Fort Worth ISD campus or facility who have a felony conviction or a history of violent, unacceptable, or grossly negligent behavior, without the prior written consent of the Fort Worth ISD Purchasing Department.

**Model SB 9 Contractor Certification Form**

**Criminal History Record Information Review of Certain Contract Employees**

**Introduction:** Chapter 22 of the Texas Education Code requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

**Definitions:**

*Covered employees:* Includes all employees of a contractor (including subcontractors and independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Hellas Construction, Inc.

I, with the contact information provided below:

Individual's Full Name: Tyler Pufahl  
Street Address: 12000 West Parmer Lane, Austin, TX 78613  
Telephone Number: (512) 250-2910  
Fax Number: (512) 250-1960  
E-Mail Address: tylerp@hellasconstruction.com

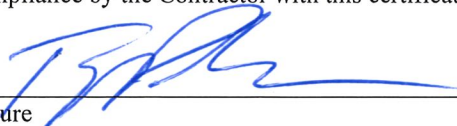
Certify that (check one of the following):

- None of Contractor's employees are *covered employees*, as defined above; **OR**
- Some or all of the Contractor's employees are *covered employees*. If this box is selected, I further testify that:
  - Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees.
  - None of the covered employees has a disqualifying conviction.
  - Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. The District reserves the right to conduct its own criminal background check of Contractor and its covered employees.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

  
\_\_\_\_\_  
Signature

06/23/2022  
\_\_\_\_\_  
Date



## Vendor Contract Information Summary

Vendor Name Hellas Construction, Inc.  
Contact Ruth Hawley  
Phone Number 5122502910  
Email rhawley@hellasconstruction.com  
Website www.hellasconstruction.com  
Federal ID 27-0074538  
Accepts RFQs Yes  
Address Line 1 12000 West Parmer Lane  
Vendor City Austin  
Vendor Zip 78613  
Vendor State TX  
Vendor Country USA  
Delivery Days 14  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Pre-paid and added to invoice  
Ship Via Common Carrier  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned No  
Women Owned No  
Is National Yes  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served All Texas Regions  
States Served All States  
Contract Name Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing  
Contract # 641-21  
Effective Date 06/01/2021  
Expiration Date 05/31/2024  
Quote Reference Number 641-21  
Return Policy Hellas provides warranties on its installed surfaces.  
Additional Dealers Hellas Construction, Inc, Frisco, TX



## Vendor Contract Information Summary

Vendor Name Texas Fire & Sound  
Contact Karina Batrez  
Phone Number 8329770671  
Email admin.support@txfs.us  
Website www.txfs.us  
Federal ID 47-1080249  
Accepts RFQs Yes  
Address Line 1 10451 Brockwood Road  
Vendor City Dallas  
Vendor Zip 75238  
Vendor State TX  
Vendor Country USA  
Delivery Days 10  
Freight Terms FOB Destination  
Payment Terms Net 30 days  
Shipping Terms Pre-paid and added to invoice  
Ship Via Common Carrier  
Is Designated Dealer No  
EDGAR Forms Received Yes  
Service-Disabled Veteran Owned No  
Minority Owned No  
Women Owned No  
Is National Yes  
No Excluded Foreign Terrorist Orgs Yes  
No Israel Boycott Certificate Yes  
Is MWBE No  
Regions Served 3, 4, 5, 6, 10, 11, 12, 13, 20  
States Served Texas  
Contract Name Fire and Security Systems and Monitoring Services  
Contract # 654-21  
Effective Date 12/01/2021  
Expiration Date 11/30/2024  
Quote Reference Number 654-21  
Additional Dealers Texas Fire & Sound locations in: Cypress TX, Fort Worth TX

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE PURCHASE OF CONSULTING SERVICES TO SUPPORT  
THE SYSTEM OF GREAT SCHOOLS INITIATIVE**

**BACKGROUND:**

Fort Worth ISD has been a part of the System of Great Schools (SGS) since 2017. SGS provides districts support by taking strategic actions to improve school options. As a part of the program, each district is assigned an Executive Advising (EA) firm by the Texas Education Agency. The consultant will provide direct support to the Office of Innovation. The support will include direct assistance in reviewing and planning to address current enrollment trends by using available internal and external data. The consultants will provide advice that will be used by District leadership to make decisions on how to address current enrollment trends. This purchase would allow the District to continue to support the work of the Office of Innovation around strategic actions focused on enrollment. Funds for this purchase have been provided by the Rainwater Foundation through the Fort Worth Children’s Partnership.

**STRATEGIC GOAL:**

3 - Enhance Family and Community Engagement

**ALTERNATIVES:**

1. Approve Purchase of Consulting Services to Support the System of Great Schools Initiative
2. Decline to Approve Purchase of Consulting Services to Support the System of Great Schools Initiative
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:        *Additional Details***

Special Revenue                   498-21-6291-001-999-24-417-000000-22L92

**COST:**

\$140,000



**VENDOR:**

Empower Schools, Inc.

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 21-083-C

Number of Bid/Proposals received: 45

HUB Firms: 1

Compliant Bids: 45

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:**

Office of Innovation

**RATIONALE:**

Fort Worth ISD participates in the Texas Education Agency’s System of Great Schools (SGS) consortium. This support is a part of the membership in that consortium. The District’s work with SGS focuses on the need to use available data and community input to ensure the District is providing families with the educational experience they need and want. This Executive Advising Firm (consultant) will support the District by using the available data to map out possible solutions that will contribute to Fort Worth ISD’s strategic goals. This information will allow the District to plan the deployment of strategies to address enrollment trends, Choice school demands, school supports, and middle school design. In addition, the consultant will directly support the Office of Innovation with the project management of strategies that are adopted by Fort Worth ISD and assigned to the Office of Innovation to manage.

**INFORMATION SOURCE:**

David Saenz

## Budget Overview

Empower Schools is a nonprofit organization committed to advancing opportunities for all students. As a nonprofit, we are able to keep costs low and access local and national philanthropic support to meet our partners' needs. This proposal is customized to provide high-quality tailored support specific to the needs of Fort Worth ISD's Division of Innovation.

Budget Breakdown	
Proposed Services	Estimated Cost <i>(Up to)</i>
Data Analysis, Goal-Setting, and Annual Strategic Planning Process	\$55,000
Bold School Actions	\$35,000
Equitable Enrollment, Student Recruitment and Retention	\$25,000
Organizational Structures and Systems	\$15,000
<i>TEA Participation, Engagement and Compliance</i>	<i>Already Included</i>
Travel	\$10,000
<b>Total</b>	<b>\$140,000</b>

The proposed budget for this scope of work is \$140,000, based on an overall estimate of time (hours) that Empower team members will work on the activities, including travel. These Additional Activities represent work that is related to, but above and beyond the scope of work that can be funded through TEA's System of Great Schools and School Action Fund programs. **The total cost of the project will not exceed \$140,000.** Empower will submit monthly invoices that include a detailed summary of completed work activities aligned to the project activities and only invoice for work completed.

Please direct all vendor, budget, and invoice questions to Janine Pires, Manager of Finance and Operations, at [janine@empowerschools.org](mailto:janine@empowerschools.org).



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE MEASURES OF ACADEMIC PROGRESS (MAP) GROWTH FOR MATH, READING, AND SCIENCE AND (MAP) READING FLUENCY PROGRESS MONITORING FOR THE 2022 - 2023 SCHOOL YEAR**

**BACKGROUND:**

North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Growth and Progress Monitoring System was selected in 2017 to provide a single-vertically aligned system for mathematics with a standardized assessment measure for each student three (3) times per year: 1) Beginning of the year, 2) Middle of the year, 3) and end of the year, as well on-going progress monitoring of student mathematics along with goal setting and teacher instructional resources for use in targeted instruction during core learning time. The initial contract ran from Board approval on August 8, 2017, until August 31, 2018, with five (5) one (1) year optional renewals. The current consent agenda item is for a one (1) year optional renewal for the 2022 - 2023 school year for grades K-8. This is year five (5) of the implementation for mathematics. Expanding to use NWEA MAP Growth for Reading for all students in K-8, Science in grades 6-8, as well as high school subjects of Algebra I, Biology, Geometry, and Algebra II allows teachers to monitor and support academic and student growth development which aligns with the student outcome goals established by the Board of Trustees. Additionally, teachers and students are already familiar with NWEA MAP suite which will streamline efficiency in implementation and integration.

NWEA MAP Fluency Progress Monitoring System was selected by a District committee led by the Early Learning Department to provide a robust early literacy assessment in a single-vertically aligned system for literacy in grades K-3 with a standardized assessment measure for each student three (3) times per year: 1) Beginning of the year, 2) Middle of the year, 3) and end of the year, as well on-going progress monitoring of student literacy along with goal setting and teacher instructional resources for use in targeted small group instruction during the core learning time. The results from MAP Fluency and MAP Growth complement each other to provide a more robust picture of student learning and needs. Renewal for each component: Mathematics growth, Reading growth, Science growth and Literacy/fluency progress will be brought to the Board annually for review and approval.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science and (MAP) Fluency Progress Monitoring System for the 2022-2023 School Year
2. Decline to Approve Measures of Academic Progress (MAP) Growth for Math, Reading, and Science and (MAP) Fluency Progress Monitoring System for the 2022-2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE:**      *Additional Details*

General Fund	199-11-6399-019-XXX-24-114-000000.....	\$549,894.00
	199-11-6399-015-XXX-24-307-000000.....	\$523,532.25

**COST:**

\$1,073,426.25

**VENDOR:**

North West Evaluation Association (NWEA)

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 17-078

Number of Bid/Proposals received: 5

HUB Firms: 0

Compliant Bids: 5

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

***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:**

Students enrolled in mathematics and reading in grades K-8, in Algebra 1, Biology, Geometry, and Algebra II in high school courses, students in grades 6-8 science, and in early literacy in grades K-3 at all campuses.

**RATIONALE:**

To provide a differentiated platform for mathematics and reading (grade K-8), Algebra I, Biology, Geometry and Algebra II in high school courses, middle school science, and early literacy/fluency (grade K-3) to assess students' performance levels and monitor student progress in academic achievement and growth. Closing the gap for struggling learners while meeting the needs of on-level and higher performing students requires the implementation of a solution that differentiates strategically to identify and meet the unique needs of each student so that each student continues to grow. These assessment results will provide teachers with skills specific information on students' areas of strength and weakness.

**INFORMATION SOURCE:**

Karen Molinar  
Jerry Moore  
Marcey Sorensen



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 09/01/2022
License End Date: 08/31/2023

Created Date: 07/12/2022
Quote Number: 00057002
Partner ID: 7368

Prepared By: Melissa Stadtfeld
Phone:
Email: melissa.stadtfeld@nwea.org

Contact Name: Sara Arispe
Phone: (817) 814-1603
Email: sara.arispe@fwisd.org

Bill To Name: Fort Worth ISD
Bill To Address: ACCOUNTS PAYABLE
100 N. University, Suite NW 140-E
Fort Worth, TX 76107

Ship To Name: Fort Worth ISD
Ship To Address: 100 N University Drive
Fort Worth, TX 76107

Table with 4 columns: Product, Sales Price, Quantity, Total Price. Rows include MAP Growth Science (Add-On), MAP Growth Single Subject - Algebra 1, Geometry, Algebra 2, MAP Growth K-12 Math, Reading, Language, MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish), Growth Report +1hr Virtual Consulting, Instructional Report + 2hr Virtual Consulting, Professional Learning Workshop (full day) (up to 30 participants), Insights Report - A Narrative Report for District Leaders (+1hr Virtual Consulting).

Quote Subtotal \$1,020,051.25
Estimated Tax \$0.00
Grand Total \$1,020,051.25

Notes

MRL license pricing from Denton RFP 2011-18, Tier 4, more than 30,000 students. Custom Professional Learning First and Consecutive Day pricing from approved Fort Worth ISD RFP #17-078. 26 Professional Learning first days and 53 professional learning consecutive days. High School Math-Only, Single subject pricing- RFP from approved Fort Worth ISD RFP #17-078 (without MAP Skills).

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: https://legal.nwea.org/. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at http://legal.nwea.org/supplementalterms.html.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: https://legal.nwea.org/nwea-privacy-and-security-for-pii.html

NWEA's W9 can be found at: https://legal.nwea.org/nwea-w-9.html



Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

**Signature**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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





Schedule A

SALES ORDER

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	07/12/2022
License Start Date:	09/01/2022	Quote Number:	00063400
License End Date:	08/31/2023	Partner ID:	7368
Prepared By:	Melissa Stadtfeld	Contact Name:	Sara Arispe
Phone:		Phone:	(817) 814-1603
Email:	melissa.stadtfeld@nwea.org	Email:	sara.arispe@fwisd.org
Bill To Name:	Fort Worth ISD	Ship To Name:	Fort Worth ISD
Bill To Address:	ACCOUNTS PAYABLE 100 N. University, Suite NW 140-E Fort Worth, TX 76107	Ship To Address:	100 N University Drive  Fort Worth, TX 76107

Product	Sales Price	Quantity	Total Price
MAP Growth Science (Add-On) Middle School Science 6/7/8 and Biology	\$2.50	21,350	\$53,375.00

Quote Subtotal	\$53,375.00
Estimated Tax	\$0.00
<b>Grand Total</b>	<b>\$53,375.00</b>

Notes

Science add-on for grades 6, 7, 8, and Biology.

Terms and Conditions

This Schedule A is subject to NWEA’s terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

**General.** If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA’s collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA’s W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.



**Signature**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Title \_\_\_\_\_

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:       APPROVE LITERACY DIGITAL LIBRARY AND PROFESSIONAL DEVELOPMENT**

**BACKGROUND:**

The digital library is a personalized student-centered that gives students access to more than 7,000 enhanced digital books in the core collection. Titles are dynamically matched to each individual student’s interests, grade and reading level. Combined with a suite of close reading tools and embedded supports and fosters student engagement and achievement.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Literacy Digital Library and Professional Development
2. Decline to Approve Literacy Digital Library and Professional Development
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Literacy Digital Library and Professional Development

**FUNDING SOURCES:       *Additional Details***

General Fund	199-11-6399-015-XXX-24-307-000000.....	\$859,575
General Fund	199-13-6299-015-XXX-24-307-000000.....	\$146,120
General Fund	199-11-6399-015-XXX-11-307-000000.....	\$47,100
General Fund	199-13-6299-015-XXX-11-307-000000.....	\$8,008

**COST:**

\$1,060,803

**VENDOR:**

Renaissance myON

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 20-040

Number of Bid/Proposals received: 225

HUB Firms: 15

Compliant Bids: 225

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

***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 Schools

**RATIONALE:**

Increasing students' access to reading materials can increase reading engagement and reading growth. The application tracks each student's progress and tracks key statistics including how many books were completed, the number of pages read, the number of minutes spent reading and the student's reading level. The real-time feedback motivates students to keep reading as they mark their progress toward personal learning goals.

**INFORMATION SOURCE:**

Marcey Sorensen

# Renaissance® myON Personalized Literacy Quote

Renaissance Learning, Inc. | PO Box 8036, Wisconsin Rapids WI 54495-8036 | [www.renaissance.com](http://www.renaissance.com)  
 Phone: (800) 338-4204 | Fax: (877) 280-7642 | Federal I.D. 39-1559474

Dr. Marcey Sorenson-Chief Academic Officer  
 Fort Worth ISD  
 100 N. University, Fort Worth, TX 76107

FWISD Elementary Pricing Proposal				
Product	Elementary Campuses	Price	Discount Price	Pricing
myON & myON News	77	\$9,078.00	\$6,392.00	\$492,184.00
Publisher Package (Spanish High Interest Fiction)	77	\$5,383.00		\$414,491.00
Services		Price	Discount Price	Total Price
District Success Partnership Resources & PD		\$204,500.00	\$154,128.00	\$154,128.00
			<b>Total Pre-Discount</b>	<b>\$1,317,997.00</b>
			<b>Discount</b>	<b>-\$257,194.00</b>
			<b>Overall Total</b>	<b>\$1,060,803.00</b>

**24% Discount applied for District partnership**  
**\*Current quote reflects 1 year subscription (7/1/2022 6/30/2023)**


By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License reference.

To accept this offer and place an order, please sign and return this Quote. Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date. If your billing address is different from the address at the top of this Quote, please add that billing address below.

These prices will be in effect through 7/30/2022 Prices are subject to change thereafter. Current customer renewals are subject to annual student subscription and platform fees. Volume discounts may apply to your order. Please contact your Account Executive for a detailed quotation.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc	District Name
	
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 7/12/2022	Date:
	Invoice Date:

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:        **APPROVE ANNUAL RENEWAL OF WIDE AREA NETWORK SERVICES FOR 2022-2023 SCHOOL YEAR (E-RATE ELIGIBLE)****

**BACKGROUND:**

The annual renewal of the Wide Area Network Service for the 2022 - 2023 school year is due. The Wide Area Network Service is the infrastructure that transports all data, telecommunications, and video between all Fort Worth ISD sites to-and-from the Internet. Wide Area Network Service is vital to the instructional and administrative needs of the District.

The annual renewal for 2022 - 2023 is year number five (5) of the agreement approved by the Board on May 24, 2016. The not-to-exceed amount requested reflects contingency. The performance period of this agreement runs through May 31, 2027, with the option to extend three (3) additional years. A contingency of 15% is included in the total not-to-exceed cost.

These services are eligible for a discount under the FCC’s E-rate program. If the application for a discount is approved, the District will receive a 90% discount on the estimated annual cost.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Annual Renewal of Wide Area Network Services for 2022-2023 School Year (E-Rate Eligible)
2. Decline to Approve Annual Renewal of Wide Area Network Services for 2022-2023 School Year (E-Rate Eligible)
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

**FUNDING SOURCE**

**Additional Details**

General Fund

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

Estimated Annual Cost (100%).....\$2,272,044.00  
Projected E-Rate Discount (90%).....\$2,044,839.60  
**Projected District Expense (10%).....\$227,204.40**

**COST:**

Not-to-Exceed - \$2,612,850.60  
(15% Contingency = \$340,806.60)

**VENDOR:**

Conterra LLC

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 16-056

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.

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

District - Wide

**RATIONALE:**

These services will facilitate access to instructional and administrative resources used by the District.

**INFORMATION SOURCE:**

Marlon Shears



Please see the attached billing for E-Rate Funding Year 2022-2023:

Circuit Count	MRC/Circuit	Total Monthly Billing	Months of Service - July 1, 2022 through June 30, 2023	Total Annual Charges
163	\$1,099.00	\$179,137.00	12	\$2,149,644.00
4	\$2,550.00	\$10,200.00	12	\$122,400.00
167	Total Circuits	\$189,337.00	12	\$2,272,044.00

Location Count	Type
130	Edge
13	HUB

Fort Worth ISD  
[RFP16-056]

FWISD 100G WAN Network Upgrade 3/31/2022						Bridgewood Data Center		Region XI Data Center		Upgrade MRC Rate (effective 4/1/22)	Bandwidth	Handoff Date	Expiration Date
Legacy CTS #	Site No.	Service Address	Service Address	HUB Name	Group	Circuit ID	VLAN	Circuit ID	VLAN				
CTS15286	159	Versia Williams Elementary School	901 Baurline St.	Amon Carter Riverside HS	1	CTS25203	3159	CTS25204	2159	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15287	150	Oakhurst Elementary School	2700 Yucca Ave.	Amon Carter Riverside HS	1	CTS25199	3150	CTS25200	2150	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15288	056	Riverside Middle School	1600 Bolton St.	Amon Carter Riverside HS	1	CTS25197	3056	CTS25198	2056	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15289	151	Natha Howell Elementary School	1324 Kings Hwy.	Amon Carter Riverside HS	1	CTS25201	3151	CTS25202	2151	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15290	168	Springdale Elementary School	3207 Hollis St.	Amon Carter Riverside HS	1	CTS25205	3168	CTS25206	2168	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15291	024	Detention Center	2701 Kimbo Rd.	Amon Carter Riverside HS	1	CTS25195	3024	CTS25196	2024	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15292	225	Bonnie Brae Elementary School	3504 Kimbo Road	Amon Carter Riverside HS	1	CTS25209	3225	CTS25210	2225	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15293	190	Riverside Applied Learning	3600 Fossil Dr.	Amon Carter Riverside HS	1	CTS25207	3190	CTS25208	2190	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15294	107	Burton Hill Elementary School	519 Burton Hill	Arlington Heights HS	4	CTS25259	3107	CTS25260	2107	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15295	104	Boulevard Heights	5100 El Campo	Arlington Heights HS	4	CTS25257	3104	CTS25258	2104	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15296	117	Leadership Academy at Como Elementary	4000 Horne St.	Arlington Heights HS	4	CTS25261	3117	CTS25262	2117	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15297	063	Como Montessori	4001 Littlepage	Arlington Heights HS	4	CTS25253	3063	CTS25254	2063	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15298	082	International Newcomer Academy	3813 Valentine	Arlington Heights HS	4	CTS25255	3082	CTS25256	2082	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15299	166	South Hi Mount Elementary School	4101 Birchman Ave.	Arlington Heights HS	4	CTS25265	3166	CTS25266	2166	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15300	058	W.C. Stripling Middle School	2100 Clover Lane	Arlington Heights HS	4	CTS25251	3058	CTS25252	2058	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15301	149	North Hi Mount Elementary School	3801 W 7th St.	Arlington Heights HS	4	CTS25263	3149	CTS25264	2149	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15302	911	Farrington Field	1501 University Dr.	Arlington Heights HS	4	CTS25271	3911	CTS25272	2911	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15305	727	FWISD Administration Building	100 N University Dr.	Arlington Heights HS	4	CTS25267	3727	CTS25268	2727	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15306	026	Jo Kelly School	201 North Bailey Ave.	Arlington Heights HS	4	CTS25249	3026	CTS25250	2026	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15307	822	Service Center III	999 N University Dr.	Arlington Heights HS	4	CTS25269	3970	CTS25270	2970	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15308	047	Wilkerson Greines Athletic Center	5201 Ca Roberson Blvd.	O D Wyatt HS	9	CTS25358	3800	CTS25359	2800	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15309	043	Wedgewood 6th Grade	4212 Belden	South Hills HS	11	CTS25402	3043	CTS25401	2043	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15310	163	Bruce Shulkey Elementary School	5533 Whitman Ave.	South Hills HS	11	CTS25447	3163	CTS25448	2163	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15311	060	Wedgewood Middle School	3909 Wilkie Way	South Hills HS	11	CTS25406	3060	CTS25407	2060	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15312	226	Seminary Hills Elementary School	5037 Townsend	South Hills HS	11	CTS25455	3226	CTS27039	2226	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15313	137	Hubbard Heights Elementary School	1333 W Spurgeon St.	South Hills HS	11	CTS25423	3137	CTS25424	2137	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15314	131	Rosemont Middle School - Bldg 2	1401 W Seminary Dr.	South Hills HS	11	CTS25414	3131	CTS25415	2131	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15315	057	Rosemont Middle School	1501 W. Seminary	South Hills HS	11	CTS25404	3057	CTS25405	2057	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15316	067	Applied Learning Academy	3908 McCart Ave.	South Hills HS	11	CTS25409	3067	CTS25410	2067	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15317	220	Alice Contreras Elementary School	4100 Lubbock Avenue	South Hills HS	11	CTS25453	3220	CTS25454	2220	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15318	167	South Hills Elementary School	3009 Bilglade Rd.	South Hills HS	11	CTS25449	3167	CTS25450	2167	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15319	134	Greenbriar Elementary School	1605 Grady Lee	South Hills HS	11	CTS25416	3134	CTS25417	2134	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15320	178	Westcreek Elementary School	3401 Walton Ave.	South Hills HS	11	CTS25451	3178	CTS25452	2178	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15321	139	M.L. Kirkpatrick Elementary School	3229 Lincoln	Diamond Hill HS	2	CTS25220	3139	CTS25221	2139	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15322	049	Kirkpatrick Middle School	3201 Refugio	Diamond Hill HS	2	CTS25211	3049	CTS25212	2049	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15323	175	Washington Heights Elementary School	3214 Clinton Ave.	Diamond Hill HS	2	CTS25227	3175	CTS25228	2175	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15324	122	Diamond Hill Elementary School	2000 Dewey Street	Diamond Hill HS	2	CTS25215	3122	CTS25216	2122	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15325	138	H.V. Helbing Elementary School	3524 N. Crump	Diamond Hill HS	2	CTS25218	3138	CTS25219	2138	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15326	051	Meacham Middle School	3600 Weber St.	Diamond Hill HS	2	CTS25213	3051	CTS25214	2051	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15327	223	Cesar Chavez Elementary School	3710 Deen Road	Diamond Hill HS	2	CTS25229	3223	CTS25230	2223	\$ 1,099.00	10GB	4/1/2022	6/30/2028
CTS15328	146	M.H. Moore Elementary School	1809 NE 36th St.	Diamond Hill HS	2	CTS25222	3146	CTS25223	2146	\$ 1,099.00	10GB	4/1/2022	6/30/2028



CTS15329	052	Meadowbrook Middle School	2001 Ederville	Dunbar HS	7	CTS25313	3052	CTS25314	2052	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15330	141	Meadowbrook Elementary School	4330 Meadowbrook Dr.	Dunbar HS	7	CTS25323	3141	CTS25324	2141	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15331	162	Sagamore Hill Elementary School	701 S. Hughes Ave.	Dunbar HS	7	CTS25329	3162	CTS25330	2162	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15332	127	Christine C. Moss Elementary School	4108 Eastland St.	Dunbar HS	7	CTS25321	3127	CTS25322	2127	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15333	153	A.M. Pate Elementary School	3800 Anglin Dr.	Dunbar HS	7	CTS25325	3153	CTS25326	2153	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15334	083	Young Mens Leadership Academy	5100 Willie	Dunbar HS	7	CTS25317	3083	CTS25318	2083	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15335	124	Leadership Academy at Maude I. Logan Elementary	2300 Dillard St.	Dunbar HS	7	CTS25319	3124	CTS25320	2124	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15335	160	Maudrie Walton Elementary School	5816 Rickenbacker Pl.	Dunbar HS	7	CTS25327	3160	CTS25328	2160	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15336	169	Sunrise-McMillian Elementary School	3409 Stalcup Rd.	Dunbar HS	7	CTS25331	3169	CTS25332	2169	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15337	059	Jacquet J. Martin Middle School	2501 Stalcup Rd.	Dunbar HS	7	CTS25315	3059	CTS25316	2059	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15340	125	Eastern Hills Elementary School	5917 Shelton	Eastern Hills HS	8	CTS25339	3125	CTS25340	2125	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15341	105	West Handley Elementary School	2749 Putnam St.	Eastern Hills HS	8	CTS25337	3105	CTS25338	2105	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15342	912	Scarborough Handley Field	6201 Craig Street	Eastern Hills HS	8	CTS25351	3801	CTS25352	2801	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15343	070	Jean McClung Middle School	3000 Forest Ave	Eastern Hills HS	8	CTS25335	3070	CTS25336	2070	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15344	962	Handley Maintenance Satellite I	2208 Handley Dr.	Eastern Hills HS	8	CTS25353	3234	CTS25354	2234	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15345	126	East Handley Elementary School	2617 Mims	Eastern Hills HS	8	CTS25341	3126	CTS25342	2126	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15346	188	Atwood McDonald Elementary School	1850 Barron Ln.	Eastern Hills HS	8	CTS25345	3188	CTS25346	2188	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15347	206	Bill J. Elliot Elementary School	2501 Cooks Ln.	Eastern Hills HS	8	CTS25347	3206	CTS25348	2206	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15348	129	Leadership Academy at John T. White Elementary	7300 John T White Rd.	Eastern Hills HS	8	CTS25343	3129	CTS25344	2129	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15349	219	Lowery Road Elementary School	7600 Lowery Rd.	Eastern Hills HS	8	CTS25349	3219	CTS25350	2219	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15350	172	W.J. Turner Elementary School	3000 NW 26th St.	Northside HS	3	CTS25239	3172	CTS25240	2172	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15351	227	Dolores Huerta Elementary School	3309 W Long Ave.	Northside HS	3	CTS25243	3227	CTS25244	2227	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15352	161	Sam Rosen Elementary School	2613 Roosevelt Ave.	Northside HS	3	CTS25237	3161	CTS25238	2161	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15353	114	Manuel Jara Elementary School	2100 Lincoln Ave.	Northside HS	3	CTS25233	3114	CTS25234	2114	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15354	044	J.P. Elder Middle School	709 N.W. 21st St.	Northside HS	3	CTS25231	3044	CTS25232	2044	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15355	224	MG Ellis Administration	214 NE 14th St.	Northside HS	3	CTS25241	3224	CTS25242	2224	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15356	961	Service Center II	601 E. Northside Dr.	Northside HS	3	CTS25245	3961	CTS25246	2961	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15357	120	Rufino Medoza Elementary School	1412 Denver Ave.	Northside HS	3	CTS25235	3120	CTS25236	2120	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15358	048	William James Middle School	1101 Nashville	Polytechnic HS	6	CTS25295	3048	CTS25296	2048	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15359	143	D. McRae Elementary School	3316 Avenue N	Polytechnic HS	6	CTS25301	3143	CTS25302	2143	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15360	208	T.A. Sims Elementary School	3500 Crenshaw Ave.	Polytechnic HS	6	CTS25309	3208	CTS25310	2208	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15361	123	S.S. Dillow Elementary School	4000 Avenue N	Polytechnic HS	6	CTS25293	3123	CTS25294	2123	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15362	152	Oaklawn Elementary School	3220 Hardeman St.	Polytechnic HS	6	CTS25307	3152	CTS25308	2152	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15363	144	Leadership Academy at Mitchell Boulevard Elementa	3601 Mitchell Blvd.	Polytechnic HS	6	CTS25303	3147	CTS25304	2144	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15364	209	Edward J. Briscoe Elementary School	2751 Yuma Avenue	Polytechnic HS	6	CTS25311	3209	CTS25312	2209	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15365	054	Morningside Middle School	2751 Mississippi Ave.	Polytechnic HS	6	CTS25297	3054	CTS25298	2054	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15366	110	Carroll Peak Elementary School	1201 E. Jefferson St.	Polytechnic HS	6	CTS25299	3110	CTS25300	2110	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15367	147	Morningside Elementary School	2601 Evans Ave.	Polytechnic HS	6	CTS25305	3147	CTS25306	2147	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15368	194	Daggett Montessori	801 West Jessamine	Paschal HS	10	CTS25398	3194	CTS25399	2194	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15369	119	E.M. Daggett Elementary School	958 Page	Paschal HS	10	CTS25392	3119	CTS25393	2119	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15370	042	E.M. Daggett Middle School	1108 Carlock	Paschal HS	10	CTS25382	3042	CTS25383	2042	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15371	177	Westcliff Elementary School	4300 Clay Ave.	Paschal HS	10	CTS25396	3177	CTS25397	2177	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15372	050	McLean Middle School	3816 Stadium	Paschal HS	10	CTS25386	3050	CTS25387	2050	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15373	069	McLean 6th Grade	3201 South Hills	Paschal HS	10	CTS25388	3069	CTS25389	2069	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15374	171	Tanglewood Elementary School	3060 Overton Park Dr. W.	Paschal HS	10	CTS25394	3171	CTS25395	2171	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15375	101	Alice Carlson Learning Center	3320 W. Cantey	Paschal HS	10	CTS25390	3101	CTS25391	2101	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15376	705	Professional Development Ctr	3150 McCard Ave.	Paschal HS	10	CTS25400	3705	CTS25401	2705	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15377	084	World Languages Institute	4921 HW 377	Trimble Tech HS	5	CTS25277	3084	CTS25278	2084	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15378	121	DeZavala Elementary School	1419 College	Trimble Tech HS	5	CTS25287	3121	CTS25288	2121	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15379	116	Lily B. Clayton Elementary School	2000 Park Place	Trimble Tech HS	5	CTS25285	3116	CTS25286	2116	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15380	081	Young Women's Leadership Academy	401 E. 8th St.	Trimble Tech HS	5	CTS25275	3081	CTS25276	2081	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15381	148	Charles Nash Elementary School	401 Samuels Ave.	Trimble Tech HS	5	CTS25291	3148	CTS25292	2148	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15382	135	Van Zandt-Guinn Elementary School	600 Kentucky	Trimble Tech HS	5	CTS25289	3135	CTS25290	2135	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15383	087	I.M. Terrell Academy	1411 I.M. Terrell Circle S.	Trimble Tech HS	5	CTS25283	3087	CTS25284	2087	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15384	103	Benbrook Elementary School	800 Mercedes	Southwest HS	12	CTS15462	3103	CTS15463	2103	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15385	156	Ridglea Hills Elementary School	6817 Cumberland Rd.	Southwest HS	12	CTS15466	3156	CTS15467	2156	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15386	207	Westpark Elementary School	10202 Jerry Dunn Parkway	Southwest HS	12	CTS15470	3207	CTS15471	2207	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15387	071	Benbrook High/Middle School	201 Overcrest Dr.	Southwest HS	12	CTS15460	3071	CTS15461	2071	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15388	118	Hazel Harvey Peace Elementary School	7555 Trail Lake Dr.	Southwest HS	12	CTS15464	3118	CTS15465	2118	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15389	187	J.T. Stevens Elementary School	6161 Wrigley Way	Southwest HS	12	CTS15468	3187	CTS15469	2187	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15390	216	Woodway Elementary School	6701 Woodway Dr.	Southwest HS	12	CTS15472	3216	CTS15473	2216	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15391	Unassigned	Agriculture Barn	1855 Las Vegas Trail	Western Hills HS	13	CTS25499	3240	CTS25507	2240	\$	1,099.00	10GB	4/1/2022	6/30/2028

CTS15392	221	Western Hills Primary	8300 Mojave Trail	Western Hills HS	13	CTS25496	3221	CTS25497	2221	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15393	180	Western Hills Elementary School	2805 Laredo Dr.	Western Hills HS	13	CTS25494	3180	CTS25495	2180	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15394	929	Westside Bus Barn	3625 Longvue Ave.	Western Hills HS	13	CTS25508	3929	CTS25509	2929	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15395	061	Leonard Middle School	8900 Chapin Rd.	Western Hills HS	13	CTS25479	3061	CTS25480	2061	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15396	176	Waverly Park Elementary School	3604 Cimmaron Trail	Western Hills HS	13	CTS25492	3176	CTS25493	2176	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15397	066	Willoughby House	8100 Elizabeth Lane	Western Hills HS	13	CTS25485	3066	CTS25486	2066	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15398	154	M.L. Phillips Elementary School	3020 Bigham Blvd.	Western Hills HS	13	CTS25487	3154	CTS25488	2154	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15399	053	William Monnig Middle School	3136 Bigham	Western Hills HS	13	CTS25477	3053	CTS25478	2053	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15400	157	Luella Merrett Elementary School	7325 Kermit Ave.	Western Hills HS	13	CTS25489	3157	CTS25490	2157	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15403	064	Forest Oak 6th Grade	4801 Eastline	O D Wyatt HS	9	CTS25360	3064	CTS25361	2064	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15404	045	Leadership Academy at Forest Oak Middle	3221 Pecos	O D Wyatt HS	9	CTS25356	3045	CTS25357	2045	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15405	132	Glen Park Elementary School	3601 Pecos St.	O D Wyatt HS	9	CTS25368	3132	CTS25369	2132	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15406	130	Harlean Beal Elementary School	5615 Forest Hill Drive	O D Wyatt HS	9	CTS25366	3130	CTS25367	2130	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15407	915	Main Bus Barn	6300 Wichita St.	O D Wyatt HS	9	CTS25380	3915	CTS25381	2915	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15408	186	David K.Sellars Elementary School	4200 Dorsey St.	O D Wyatt HS	9	CTS25376	3186	CTS25377	2186	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15409	133	W.M. Green Elementary School	4612 David Strickland Rd.	O D Wyatt HS	9	CTS25370	3133	CTS25371	2133	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15410	222	Clifford Davis Elementary School	4300 Campus Drive	O D Wyatt HS	9	CTS25378	3222	CTS25379	2222	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15411	111	Carter Park Elementary School	1204 E. Broadus	O D Wyatt HS	9	CTS25362	3111	CTS25363	2111	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15412	184	Worth Heights Elementary School	519 E Butler St.	O D Wyatt HS	9	CTS25374	3184	CTS25375	2184	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15413	165	R.J. Wilson Elementary School	900 W Fogg St.	O D Wyatt HS	9	CTS25372	3165	CTS25373	2165	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15414	115	George C. Clark Elementary School	3300 S. Henderson	O D Wyatt HS	9	CTS25364	3115	CTS25365	2115	\$	1,099.00	10GB	4/1/2022	6/30/2028
	001	Amon Carter-Riverside High School	3301 Yucca Ave.	Bridgewood DC	1	CTS15415	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
	001	Amon Carter-Riverside High School	3301 Yucca Ave.	Region XI DC	1	N/A	N/A	CTS15416	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15417	002	Arlington Heights High School	4501 W. Freeway	Bridgewood DC	4	CTS15417	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15418	002	Arlington Heights High School	4501 W. Freeway	Bridgewood DC	4	CTS15418	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15419	002	Arlington Heights High School	4501 W. Freeway	Region XI DC	4	N/A	N/A	CTS15419	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15420	002	Arlington Heights High School	4501 W. Freeway	Region XI DC	4	N/A	N/A	CTS15420	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15421	003	South Hills High School	6101 McCart Ave.	Bridgewood DC	11	CTS15421	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15422	003	South Hills High School	6101 McCart Ave.	Bridgewood DC	11	CTS15422	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15423	003	South Hills High School	6101 McCart Ave.	Region XI DC	11	N/A	N/A	CTS15422	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15424	003	South Hills High School	6101 McCart Ave.	Region XI DC	11	N/A	N/A	CTS15423	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15425	004	Diamond Hill High School	1411 Maydell St.	Bridgewood DC	2	CTS15425	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15426	004	Diamond Hill High School	1411 Maydell St.	Region XI DC	2	N/A	N/A	CTS15426	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15427	005	Dunbar High School	5700 Ramey Ave.	Bridgewood DC	7	CTS15427	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15428	005	Dunbar High School	5700 Ramey Ave.	Region XI DC	7	N/A	N/A	CTS15428	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15429	006	Eastern Hills High School	5701 Shelton	Bridgewood DC	8	CTS15429	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15430	006	Eastern Hills High School	5701 Shelton	Bridgewood DC	8	CTS15430	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15431	006	Eastern Hills High School	5701 Shelton	Region XI DC	8	N/A	N/A	CTS15431	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15432	006	Eastern Hills High School	5701 Shelton	Region XI DC	8	N/A	N/A	CTS15432	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15433	008	North Side High School	2211 McKinley Av.	Bridgewood DC	3	CTS15433	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15434	008	North Side High School	2211 McKinley Av.	Region XI DC	3	N/A	N/A	CTS15434	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15435	009	Polytechnic High School	1300 Conner	Bridgewood DC	6	CTS15435	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15436	009	Polytechnic High School	1300 Conner	Region XI DC	6	N/A	N/A	CTS15436	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
	010	Paschal High School	3001 Forest Park	Bridgewood DC	10	CTS15437	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15438	010	Paschal High School	3001 Forest Park	Region XI DC	10	N/A	N/A	CTS15438	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15439	011	Trimble Tech High School	1003 W. Cannon	Bridgewood DC	5	CTS15439	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15440	011	Trimble Tech High School	1003 W. Cannon	Region XI DC	5	N/A	N/A	CTS15440	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
	014	Southwest High School	4100 Alta Mesa Blvd.	Bridgewood DC	12	CTS15441	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15442	014	Southwest High School	4100 Alta Mesa Blvd.	Region XI DC	12	N/A	N/A	CTS15442	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
	015	Western Hills High School	3600 Boston	Bridgewood DC	13	CTS15443	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15444	015	Western Hills High School	3600 Boston	Bridgewood DC	13	CTS15444	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15445	015	Western Hills High School	3600 Boston	Region XI DC	13	N/A	N/A	CTS15445	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15446	015	Western Hills High School	3600 Boston	Region XI DC	13	N/A	N/A	CTS15446	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15447	016	O.D. Wyatt High School	2400 E. Seminary Dr.	Bridgewood DC	9	CTS15447	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15448	016	O.D. Wyatt High School	2400 E. Seminary Dr.	Bridgewood DC	9	CTS15448	N/A	N/A	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15449	016	O.D. Wyatt High School	2400 E. Seminary Dr.	Region XI DC	9	N/A	N/A	CTS15449	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15450	016	O.D. Wyatt High School	2400 E. Seminary Dr.	Region XI DC	9	N/A	N/A	CTS15450	N/A	\$	1,099.00	10GB	4/1/2022	6/30/2028
CTS15451	853	Bridgewood Data Center	1050 Bridgewood Dr.	Region XI DC	14	CTS15451	N/A	N/A	N/A	\$	2,550.00	25GB	4/1/2022	6/30/2028
CTS15452	853	Bridgewood Data Center	1050 Bridgewood Dr.	Region XI DC	14	CTS15452	N/A	N/A	N/A	\$	2,550.00	25GB	4/1/2022	6/30/2028
CTS15453	Region XI	Region XI ESC	1451 S. Cherry Lane	Bridgewood DC	15	N/A	N/A	CTS15453	N/A	\$	2,550.00	25GB	4/1/2022	6/30/2028
CTS15454	Region XI	Region XI ESC	1451 S. Cherry Lane	Bridgewood DC	15	N/A	N/A	CTS15454	N/A	\$	2,550.00	25GB	4/1/2022	6/30/2028

CTS16169	047	Handley Middle School (19) Metro Opportunity (Mid-Level Learning is also located here and shares circuit	2801 Patino Rd.	Eastern Hills HS	8	CTS25333	3047	CTS25334	2047	\$	1,099.00	10GB	4/1/2022	6/30/2028	
CTS18603	229	Overton Park Elementary School	4865 Briarhaven Road	Paschal HS	10	CTS25510	3229	CTS25511	2229	\$	1,099.00	10GB	4/1/2022	6/30/2028	
CTS27263		Service Center I	4200 Lubbock Ave.							\$	1,099.00	10GB	4/1/2022	6/30/2028	
										\$	189,337.00				
										<b>ERATE 90% FY2022</b>	\$	<b>170,403.30</b>			
										<b>MRC Less Discount</b>	\$	<b>18,933.70</b>			
										<b>Due from FWISD</b>	\$	<b>18,933.70</b>			
										<b>TRS Fees</b>	\$	157.34			
										<b>Total Due with TRS</b>	\$	<b>19,091.04</b>			

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:     **APPROVE AUTHORIZATION FOR FORT WORTH AFTER SCHOOL (FWAS) TO ENTER INTO CONTRACTS FOR PROVISION OF FULL-SERVICE PROVIDERS FOR THE 2022 - 2023 SCHOOL YEAR****

**BACKGROUND:**

The District has collaborated with the City of Fort Worth to provide after-school programs since fiscal year 2000-2001. Fort Worth After School (FWAS) has grown from 52 sites in the initial year to 89 sites for the 2022-2023 school year. FWAS is a collaborative effort of FWISD and the City of Fort Worth which derives program funds from the Crime Control Prevention District. Programs at each of the sites are managed by school staff or Community Based Organizations (CBO). This is a request to approve authorization to enter into contracts and generate purchase orders for various CBOs for the 2022 - 2023 school year utilizing local funds, ESSER funds, and a charitable donation from the Rainwater Charitable Foundation (for the five Leadership Academies). All recommended CBOs have successfully responded to RFP 22-082. This is the first year of the five (5) year bid cycle. FWAS central team will provide oversight and monitoring through site observations, regular training, completion of student, staff and parent surveys.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year
2. Decline to Approve Authorization for Fort Worth After School (FWAS) to Enter into Contracts for Provision of Full-Service Providers for the 2022 - 2023 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

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

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

General Fund	199-61-6299-XXX-XXX-30-395-000000.....	\$1,271,210
Special Revenue	498-61-6299-LDA-XXX-24-395-000000-21L89.....	\$200,000
ESSER Fund	282-61-6299-001-XXX-24-950-000395-22F32.....	\$134,400

**COST:**

Not-to-Exceed - \$1,605,610

**VENDORS:**

Camp Fire  
City of Fort Worth  
Clayton Youth Services  
YMCA

**PURCHASING MECHANISM:**

**Bid/RFP/RFQ**

*Bid/Proposal Statistics*

Bid Number: 22-082

Number of Bid/Proposals received: 15

HUB Firms: 3

Compliant Bids: 15

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

Fort Worth After School (# of sites in parenthesis)

***Camp Fire (2):***

Diamond-Hill Elementary School  
Sam Rosen Elementary School

***City of Fort Worth (7):***

The Leadership Academy at Como Elementary School (Special Revenue)  
De Zavala Elementary School  
Greenbriar Elementary School  
D. McRae Elementary School  
Seminary Hills Park Elementary School  
Daggett Middle School  
Daggett Montessori (ESSER)

**Clayton Youth Services (5):**

Glen Park Elementary School  
Meadowbrook Elementary School  
Oaklawn Elementary School  
Sagamore Hill Elementary School  
Young Men's Leadership Academy (YMLA)

**YMCA (20):**

Carroll Peak Elementary School  
Manuel Jara Elementary School  
Rufino Mendoza Elementary School  
S.S. Dillow Elementary School  
Maude I. Logan Elementary School (Special Revenue)  
Eastern Hills Elementary School  
The Leadership Academy at John T. White Elementary School (Special Revenue)  
Kirkpatrick Elementary School  
Mitchell Boulevard Elementary School (Special Revenue)  
M.H. Moore Elementary School (ESSER)  
Charles E. Nash Elementary School  
Luella Merrett Elementary School  
Washington Heights Elementary School  
Lowery Road Elementary School  
Cesar Chavez Elementary School  
J.P. Elder Middle School  
The Phalen Leadership Academy at Forest Oak Middle School (Special Revenue)  
William James Middle School  
The Leadership Academy at Forest Oak 6th Grade  
World Languages Institute (ESSER)

**RATIONALE:**

FWISD Grants Compliance and Monitoring and Prismatic Services LLC, both complete evaluations of the grant funded and locally funded after school programs. Studies indicate that after school participants score slightly higher on accountability tests, complete required homework, attend school more often, and receive fewer referrals than their counterparts. Additionally, funds from Rainwater Charitable Foundation will be utilized to support expanded FWAS programming at the five (5) Leadership Academies.

**INFORMATION SOURCE:**

Cherie Washington

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 26, 2022**

**TOPIC:**       **APPROVE 2022 - 2023 STUDENT CODE OF CONDUCT**

**BACKGROUND:**

Chapter 37.001 of the Texas Education Code mandates that each school district shall, with the advice of a district-level committee, adopt a Student Code of Conduct. It also states that the Student Code of Conduct shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve 2022 - 2023 Student Code of Conduct
2. Decline to Approve 2022 - 2023 Student Code of Conduct
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve 2022 - 2023 Student Code of Conduct

**FUNDING SOURCE:**        *Additional Details*

Not Applicable                      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 Schools  
Student Discipline and Placement

**RATIONALE:**

The Student Code of Conduct is a state-mandated document under the Texas Education Code Chapter 37.001.

**INFORMATION SOURCE:**

Cherie Washington



## **Executive Summary**

### **2022-2023 Student Code of Conduct (SCC)**

The FWISD Student Code of Conduct is revised each year to communicate expectations to students, parents, school district staff, and the community. State mandated changes are provided in odd numbered years following a legislative session. This year is not a legislative year, so no new changes impacting schools are expected.

## **Updates**

- **Acceptable Use of Assets Policy**

FWISD Division of Technology is in the process of updating the Acceptable Use Policy related to the use of district devices, computers, software, communication tools (email, chat), access to internal networks (intranet), and access to external networks. Once this update is finalized, it will be incorporated into the 2022-2023 SCC (page 37).

- **New Student Code of Conduct format**

In 2020-2021, FWISD personnel, the District Advisory Council (DAC), and the District Educational Resource Council (DERC) recommended revising the Code to a more student/family friendly format. As a result, Student Discipline and Placement contracted with the Law Office of Walsh and Gallegos to use their SCC formatting software. The updated 2022-2023 draft and format (attached) were reviewed by FWISD principal representatives as well as the DAC and DERC in May, 2022.

- **Mandatory only Central Office Conferences (COC)**

Beginning in the Spring of 2019, the department of Student Discipline and Placement restricted referrals for COC to the most serious and disruptive Mandatory offenses. Consistent with state legislation requiring schools to consider mitigating factors and to explore the least disruptive diversionary discipline options prior to placing a student in an alternative setting, this will continue for 2022-2023 school year. Mandatory Student Code of Conduct violations include on campus felony offenses, on or off campus Title 5 felonies, drug offenses with citation, assault with bodily injury against student or staff with citation, terroristic threat with citation, and illegal weapons on campus. Discretionary offenses which cause significant school-wide disruption may be considered for COC hearing.

FORT WORTH ISD

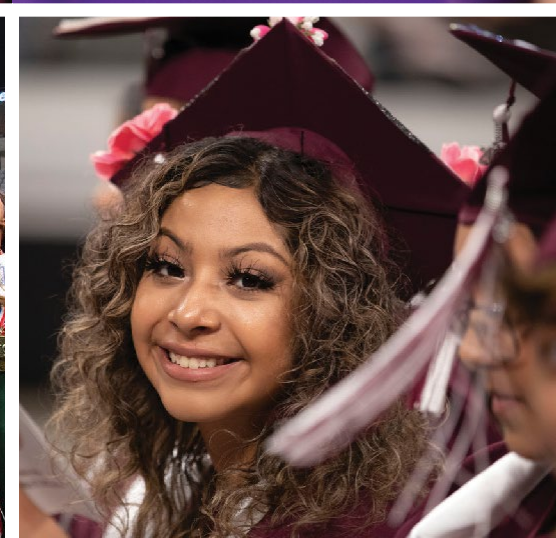
# STUDENT CODE OF CONDUCT

2022-2023 | [WWW.FWISD.ORG/CONDUCT](http://WWW.FWISD.ORG/CONDUCT)

The FWISD Student Code of Conduct, approved by the Board of Education, provides information and direction to students and parents regarding expectations of behavior and consequences for code violations. Parents and students are encouraged to read and regularly review the Code to ensure a safe and productive school year.



Fort Worth  
INDEPENDENT SCHOOL DISTRICT



# Fort Worth ISD Board of Education

## Tobi Jackson, **President**

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Dr. Kent P. Scribner

## **Mission**

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

Fort Worth Independent School District  
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**Kent Paredes Scribner, Ph.D.**  
**Superintendent of Schools**

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August 15, 2022

Dear Parent/Guardian:

It is my distinct pleasure to welcome you to the 2022-2023 school year! I hope you and your child are looking forward to a successful year in the Fort Worth Independent School District.

I am pleased to provide you with this year's **Student Code of Conduct**. It details the high standards of behavior expected of all Fort Worth ISD students. The Board of Education established the standards to ensure our schools will continue to be safe places for teaching and learning.

The 2022-2023 Student Code of Conduct provides important information about required conduct and consequences for misconduct. Individual schools may develop campus-level student handbooks, but each one will reinforce this Student Code of Conduct and support both district policy and state law. Please contact your child's campus administrator if you have any questions regarding required student conduct and/or disciplinary consequences.

Your child's digital enrollment packet includes an acknowledgement option that allows for electronic distribution of the Student Code of Conduct. **It is your responsibility to 1) sign and submit the acknowledgement form and 2) access the Student Code of Conduct.**

To receive your copy electronically, you may visit the Fort Worth ISD website at: [www.fwisd.org/codeofconduct](http://www.fwisd.org/codeofconduct). To obtain a paper copy, visit the administrative office at your child's school.

I hope you find the information in the Student Code of Conduct helpful. Please read it carefully, and discuss the information with your child.

Thank you for your support of the Fort Worth ISD and its high academic and behavioral standards for students. Best wishes for a positive and productive school year.

Sincerely,

A handwritten signature in black ink, appearing to read "KPS", written over a light blue grid background.

Kent P. Scribner, Ph.D.

## Acknowledgment Form

Dear Student and Parent/Guardian:

As required by State Law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or campus administrator.

Your child's digital enrollment packet includes an acknowledgement option that allows for electronic distribution of the Student Code of Conduct. **It is your responsibility to: 1) sign and submit the acknowledgement form and 2) access the Student Code of Conduct.** To receive your copy electronically, visit the Fort Worth ISD website at [www.fwisd.org/codeofconduct](http://www.fwisd.org/codeofconduct). To obtain a paper copy instead, please visit the administrative office at your child's school. In the event you are unable to sign the digital form, the student, parent and/or guardian may sign the acknowledgment form on the next page and return it to your campus main office.

Thank you.



Kent P. Scribner, Ph.D.  
Superintendent

Dear Parent/Guardian:

This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign the acknowledgment form listed below and return it to the Campus Behavioral Coordinator. Please contact your student's teacher or campus administrator if you have any questions about the Code.

Fort Worth ISD  
2022-2023 Student Code of Conduct  
Acknowledgment Form

Student Name: \_\_\_\_\_

School Campus: \_\_\_\_\_ Grade Level: \_\_\_\_\_

I have read, understand, and agree to abide by Fort Worth ISD's Student Code of Conduct for the 2022-2023 school year. I understand that \_\_\_\_\_ (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during on-line or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring off-campus, including certain electronic communications and postings, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Student Printed Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Purpose

**Fort Worth ISD Board of Education** the Board of Trustees adopted this Student Code of Conduct (SCC) to promote a safe, secure, and optimal learning environment for all students. Inside you will find information regarding:

- The district-wide discipline management plan,
- A description of prohibited conduct,
- The disciplinary options, methods, and consequences for preventing and addressing student misconduct, and.
- The process the district will follow when administering disciplinary consequences.

If there is a conflict between the SCC and the Student Handbook, the terms of the SCC will control. If there is a conflict between the SCC and local District policy, the more recently adopted item will control.

Additional Rules

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct threatens students or staff or disrupts or interferes with the educational process, learning environment, or school safety

**Unauthorized Persons** In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or remove a person from district property if: 1) The person poses a substantial risk of harm to any person; or 2) The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

General Standards of Conduct

In order to promote a positive educational experience for all students, the District expects students to adhere to seven basic standards of conduct: (1) exercise self-control, self-respect, and self-discipline, (2) demonstrate a positive attitude, (3) respect the rights and feelings of others, (4) respect school property and the property of others, (5) support the learning process, (6) adhere to rules, and (7) promote a safe environment that does not threaten school safety. Because of significant variations in student conduct, it is not always possible for the SCC to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these seven standards even though the conduct may not be specifically included in the SCC.

As required by law, TEC 37.0012, a campus behavior coordinator has the discretion to apply school-based discipline for specific violations or refer the matter to the Student Discipline and Placement department for review. Student Discipline and Placement supports campuses in interpreting and applying the FWISD Student Code of Conduct. District Hearing Officers help determine the least restrictive options for students requiring alternative placement. In addition, they offer a Diversionary Referral Program that some students may be eligible to participate in, in lieu of a level II DAEP. The hearing officer will determine eligibility for the Diversionary Referral Program. The department provides regular data reports to campuses on their disciplinary practices in the interest of decreasing suspensions and expulsions and improving the instructional continuity for students facing disciplinary action. The sequence of disciplinary action begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in this code. The campus behavior coordinators and hearing officers will consider mitigating factors prior to determining student consequences for



mandatory and discretionary incidents. The disciplinary action will draw on the professional judgment of teachers, principals, or designee and on a range of disciplinary management techniques, including restorative discipline practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved.

Notice of  
Disciplinary  
Action

The campus behavior coordinator shall promptly notify the student's parent or guardian by phone or in person of any violation that may result in:

- In school suspension
- Out of school suspension
- DAEP placement
- JJAEP placement
- Expulsion
- The student is taken into custody by law enforcement

The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort must be made to provide written notice to the parent of the disciplinary action applied to the student the same day the action is applied. If a parent or guardian has not been reached by phone or in person by 5pm of the first business day after the day the disciplinary action is taken, the campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address by U.S. Mail.

Anti-Discrimination

The District does not discriminate against students based on race, sex, national origin, disability, religion, age, color, or ethnicity when enforcing the provisions of the SCC.

Commitment to  
Equity

**Commitment to Equity** District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students. Board Policy AE (Local).

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Patricia Sutton, Director of Special Programs.

Discipline of  
Students with  
Special Needs

**Students with Disabilities (Board Policy FOF)** The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. Education Code 37.004. The methods adopted in the Student Code of Conduct for discipline management and for preventing and intervening in student discipline problems must provide that a student who receives special education services may not be disciplined for bullying, cyberbullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. Education Code 37.001(b-1)

**Not a Manifestation** If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting.

**Special Circumstances** School district personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school

function under the jurisdiction of TEA or the District; or

2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or the District;

3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the District.

**Student Not Yet Identified** A student who has not been determined to be eligible for special education, 504, or related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in IDEA if the District had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred.

**District Knowledge** the District shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

1) The parent of the student expressed concern in writing to supervisory or administrative personnel of the District, or to the teacher of the student, that the student needed special education and related services.

2) The parent requested an evaluation of the student for special education and related services; or

3) The student's teacher, or other District personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the District.

**Exception** the District shall not be deemed to have knowledge that the student had a disability if:

1) The parent has not allowed an evaluation of the student.

2) The parent has refused services; or

3) The student has been evaluated and it was determined that the student did not have a disability.

If the District does not have knowledge (as described above), the student may face the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors. However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

## Discipline Appeals

Appeals of disciplinary measures should be directed to the student's teacher or campus administrator, as described in local District policies FNG, FOC, or FOD as appropriate. Depending on the disciplinary consequence assigned, different complaint procedures may apply. A copy of the appropriate policy is available at the campus or central administration office or online at <https://www.fwisd.org> Please note that the email address and dedicated phone number of the campus behavior coordinator or campus administrator responsible for student discipline is listed on the campus homepage. Timelines for filing appeals stated in the policy will be enforced. Disciplinary consequences will not be delayed or deferred pending the outcome of an appeal.

The superintendent delegates all fact-finding authority to a Hearing Panel or designee. This

panel is appointed by the superintendent for hearing an appeal of a DAEP placement for Level II only, and to establish a written record for review. The superintendent's Hearing Panel or designee shall conduct an informal proceeding no later than ten business days after receipt of the written request for an appeal. At this informal proceeding, the following procedures shall be followed: 1) The parent(s) and/or guardian(s) of the student shall be notified and requested to attend and participate in the proceeding. 2) The student shall be permitted the opportunity to explain his or her version of the incident. 3) The student shall be permitted to have adult or legal representation. An employee or legal counsel may also represent the District. 4) Written statements from witnesses and parties may be introduced as evidence. 5) No formal rules of evidence will be observed. Each party in turn, beginning with the student or parent(s) and/or guardian(s), shall be permitted to develop or rebut the evidence, present witness statements or other evidence, and recommend appropriate action to the Hearing Panel or designee. 6) The Hearing Panel or designee shall remain impartial and assist the parties in presenting all the facts and evidence in order to present a full account of the incident and shall render a decision in the matter. 7) The Hearing Panel or designee shall render a decision that determines whether the student violated the Student Code of Conduct and the appropriate duration of placement in a DAEP. 8) The decision of the panel or designee may be announced to the participants, but written notice of the decision shall be rendered to all parties within five working days following the proceeding.

Effect of Student  
Withdrawal

Withdrawal from school after a student has been accused of a violation of the SCOC will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequence and enforcing that consequence should the student re-enroll in the District.

### Scope of District's Authority

Jurisdiction

In addition to the disciplinary authority established for certain types of offenses as described within the SCOC, the District has general disciplinary authority over a student at the following times:

- At any time during the school day.
- While traveling on District owned or operated transportation or during school-related travel.
- While attending any school-sponsored or school-related activity, regardless of time or location.
- As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines.
- During lunch periods, including those in which a student leaves the campus.
- While on school property.
- For any school-related misconduct, regardless of time or location.
- During online or other types of remote instruction.
- Other off campus conducts as permitted and defined by Chapter 37 of the Texas Education Code, including cyberbullying.
- For certain offenses against other students and school employees, regardless of time or location.
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
- If the student is a registered sex offender.

Student Responsibilities and Standards - FNF Searches

A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District or other violations of school rules. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and policy FNF. (Local)

District personnel are prohibited from having a student remove or arrange some or all of his or her clothing so as to permit an inspection of the genitals, body cavities, undergarments of the student, or the chest of a student. Students are required to respect the rights and privileges of other students, teachers, staff, volunteers, and visitors to the campus. All students are expected to conduct themselves in accordance with the expectations set out in this code and common courtesies.

Students shall exercise their rights responsibly in compliance with the Student Code of Conduct and Board Policy. Students are required to report in good faith any misconduct by employees and other students. Students who violate the rights of others or who violate district, campus or classroom rules shall be subject to disciplinary action. School rules, and the authority of the District to administer discipline, apply whenever the interest of the school is involved on or off school grounds (including activities in conjunction with or independent of classes and school- sponsored activities).

Criminal Conduct

School administrators will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations of the SCOC. Because school discipline is independent of criminal proceedings, disciplinary consequences may not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

## Discipline Considerations & Techniques

Discipline Consideration

Using their professional judgment, campus behavior coordinators will consider a variety of factors when administering disciplinary consequences and determining the duration of the consequence, including but not limited to:

- the degree of severity and risk of danger.
- the effect of the misconduct.
- the age and grade level of the student.
- legal requirements.
- the frequency of the misconduct.
- the student's demeanor.

Mitigating Factors

**Mitigating Factors:** When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (*see definitions*), (2) the student's intent (*see definitions*) or lack of intent at the time of the misconduct, (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the

Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

- the possibility of disruption of the school environment.

A student who, upon investigation, is found to be subject to bullying (*see definitions*) will not be disciplined on the basis of using reasonable self-defense (*see definitions*) in response to the bullying, as determined by the campus administration.

### **Security Personnel/School Resource Officers (SRO)**

Finally, security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct. See job duties listed below:

To ensure sufficient security and protection of students, staff, and property, the district contracts with the Fort Worth Police Department/Benbrook Police Department/Forest Hill Police Department. School Resource Officers (SRO) promote a safer school environment through offense prevention, interventions with students, and application of the law. Student misconduct may violate school rules and local/state law. When applicable, the campus behavior coordinator will take appropriate school level actions as well as consult with SROs/ local law enforcement. Any action law enforcement authorities might take would be in addition to action taken by the school. A student may be cited or arrested. If the student is arrested, the parent/guardian must be notified in a timely manner by phone or in person. Law enforcement may transport the student to the Tarrant County Juvenile Detention Center and/or Mansfield City Jail. Disciplinary consequences for students with disabilities will follow the student's Behavior Intervention Plan, if one exists, and applicable federal and state law and guidelines except as provided by Section 37.007(e), in the Texas Education Code, the Student Code of Conduct is not required to specify a minimum term of removal under Section 37.006 or an expulsion under Section 37.007.

Discipline is designed to correct student behavior and encourage students to comply with school rules. The District may use any one or a combination of the following strategies or techniques to manage student behavior, prevent or intervene in discipline problems, or address violations of the SCC or campus or classroom rules:

- Teacher-parent telephone conferences
- Restorative Practices such as restorative chats, restorative circles, and circles of support can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content
- Tier I Positive Behavior Intervention Strategies
- Student-parent-teacher conferences
- Counseling by teacher, counselor, or administrative personnel
- Multi-Tiered System of Supports
- Bullying Contract
- Behavior coaching
- Conflict Resolution/INOK Program
- Cease and Desist Contract
- Digital citizenship lesson
- Referral to student support team, outside agency or Family Resource Center
- Administrator-teacher-parent telephone conference call
- Verbal correction
- Cooling-off time or "time-out"
- Seating changes in the classroom
- Confiscation of items that disrupt the educational process
- Grade reductions as permitted by policy
- Detention
- Mediation
- Anger management
- Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)

Security Personnel  
School Resource  
Officers (SRO)

Discipline  
Management  
Techniques

- Restitution/Restoration
- Lowered conduct grade
- Behavioral contracts
- Prohibited attendance at or participation in extracurricular activities
- Withdraw or restriction of bus privileges
- Removal of student to the office, other assigned areas or in-school suspension
- School-assessed and school administered counseling and/or group socialization skills training
- Out of School Suspension (not to exceed three (3) consecutive school days, per incident)
- Placement in the On-Campus Intervention Program, as specified in the LEVEL I section of the Student Code of Conduct
- Placement in a Disciplinary Alternative Education Program (DAEP), as specified in the DAEP section of the Student Code of Conduct
- Expulsion, as specified in the expulsion section of the Student Code of Conduct
- Apply behavior management strategies identified in individual student organizations or extracurriculars.
- Other strategies and consequences as specified by the Student Code of Conduct
- Referral to law enforcement when inappropriate behavior violates local and/or state law

## Physical Restraint

Any district employee may, within the scope of the employee's duties, use and apply appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

- 1) Protect a person, including the person using physical restraint, from physical injury.
- 2) Gain control of a weapon or other dangerous object.
- 3) Prevent a student from fleeing when fleeing would put the student or others in danger.
- 4) Protect property from serious damage.  
Remove from a specific location a student refusing a directive or command of a school employee, including from a classroom or other school property, in order to restore order or impose disciplinary measures. (However, an employee is not allowed to use physical restraint as a disciplinary measure; corporal punishment is prohibited.)  
Restrain an irrational student. Irrational is defined for these purposes as the inability to think and reason clearly or logically.

## Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the re-occurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

*Note: A student may be disciplined when necessary to address the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider mitigating factors regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action*

## General Types of Prohibited Conduct

### Misconduct Involving Others

Misconduct identified in the list of prohibited behaviors below will result in the assignment of one or more "Discipline Management Techniques" if the behavior is committed at school, a school-sponsored or school-related activity, during school-related travel, while traveling on District owned or operated transportation, or when the District has "Disciplinary Authority" as described in the SCC.

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or causes injury to others.
- Fighting (*see definitions*) or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition.
- Engaging in conduct that can or does cause bodily injury (*see definitions*).
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail.
- Subjecting a student or District employee, official, or volunteer to physical harm, confinement, or restraint.
- Bullying (*see definitions*).
- Cyberbullying (*see definitions*), including conduct that interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.
- Name-calling, ethnic or racial slurs, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence.
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer.
- Engaging in harassment (*see definitions*) toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age.
- Engaging in sexual harassment (*see definitions*) or sexual abuse.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Invasive visual recording (*see definitions*).
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual.

Possessing, Using,  
Giving, Selling,  
Buying, or Offering  
to Sell or Buy  
Prohibited Items

- Touching one's own private body parts in a sexual manner.
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment.
- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship.
- Engaging in oral or written threats to cause harm or bodily injury (*see definitions*) to another student, a District employee, official, or volunteer, or school property, including threats made using the Internet or other technology resources at school. Students may be disciplined for threats made outside of school, including website or Internet postings, if the threat causes a material or substantial disruption at school or is reasonably forecast to cause one.
- Engaging in oral or written threats of any kind of violence or violent acts.
- Preparing a hit list (*see definitions*).
- Wrongfully obtaining and using another person's identifying information or personal data without permission to mislead, defraud, or deceive.
- Hazing (*see definitions*).
- Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying.
- Matches or a lighter.
- Tobacco products.
- Electronic cigarettes (*see definitions*), electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, or vials, cartridges, or "pens" with liquid or other types of material for use in such devices.
- Fireworks or any other pyrotechnic device.
- Smoke or stink bombs.
- Laser pointers (unauthorized use).
- Pepper spray or other small chemical dispenser sold commercially for personal protection.
- "Look-alike" drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy.
- Prescription drugs except as permitted by District policy.
- Less than a useable amount of stems, seeds, or other pieces of marijuana.
- Paraphernalia (*see definitions*) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage.



- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption."
- Razor blades, box cutters, or chains.
- Knives with a blade 5 ½ inches or less.
- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear.
- Fake or "look-alike" weapons.
- Deadly weapons (*see definitions*).
- Poisons, caustic acids, or other materials that may be toxic to the human body.
- BB gun, air gun, or stun gun.
- Ammunition, shells, bullets, or gunpowder.
- Clubs, knuckles, firearm silencers, or similar dangerous weapons.
- Material that is sexually oriented, pornographic, obscene, or reveals a person's private body parts.
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety.
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another.
- CD or DVD players, cassette players, electronic games, MP3 players, stereo headsets, or other electronic equipment for other than approved use.
- Using, displaying, or having in operational mode a paging device, cellular telephone, or telecommunications device (*see definitions*) at school during the school day
- Stealing from others, including the District.
- Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony.
- Damaging, destroying, or vandalizing property owned by others or the District.
- Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means.
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a

student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief.

## Safety / Disruption

- Threatening to use or exhibit a firearm.
- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency.
- Making or participating in false statements or hoaxes regarding school safety.
- Making threats regarding school safety or harm to students and/or employees, regardless of intent.
- Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence.
- Throwing objects that can cause bodily injury or property damage.
- Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer.

## Technology

- Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (*see definitions*).
- Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator.
- Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct.
- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded.
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing (aka sexting).
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another.
- Using email, websites, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety.
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means.
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer

system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material.

- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website.
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials.
- NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian.
- Violating dress and grooming criteria.
- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel.
- Attempting to or successfully evading, avoiding, or delaying questioning by a District employee or providing inaccurate information when questioned about possible violations of the SCC.
- Failing to provide proper identification upon request of a District employee.
- Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation.
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others.
- Unexcused tardiness to class.
- Skipping school or class without the District's or parent/guardian's permission.
- Leaving class, the campus, or school events without permission.
- Enticing or preventing another student from attending school, class, or a school activity the student is required to attend.
- Violating rules for conduct on school owned or operated transportation.
- Violating rules for operating or parking a motor vehicle on school property.
- Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices.
- Violating the District's medications policy regarding prescription and over-the-counter drugs.
- Academic dishonesty, including cheating, copying the work of another, plagiarism, or unauthorized collaboration with another person in preparing an assignment.

## Failure to Follow Rules

## Other Misconduct

- Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events.
- Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items.
- Violating other campus or classroom rules for behavior or district policies.
- Using profanity, vulgar language, or obscene gestures.
- Loitering in unauthorized areas.
- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees.
- Gambling or betting money or other things of value.
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing.
- Taking one or more steps toward violating the SCC even if the student fails to complete the intended misconduct.

## Removal from District Transportation

### Reasons for Removal

#### Transportation:

Appropriate student behavior is essential to the safe operation of District transportation. Students must comply with the expectations of the SCC while using District transportation. In addition to compliance with the SCC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop
- Remain seated in designated seats facing forward
- Comply with lawful directives issued by the driver
- Follow the driver's rules for food or beverages
- Refrain from making loud or distracting noises
- Do not throw objects inside the transportation or out of the windows or doors
- Vulgar or abusive language is prohibited
- Do not shout at passing persons or vehicles
- Spitting or throwing anything in or out of the bus is prohibited
- Eating, drinking, smoking or possession of any illegal substances is prohibited on the bus
- Weapons and/or the use of any unsafe items is prohibited on the bus

## Procedure for Removal

- Fighting, pushing and or shoving is prohibited on the bus

A driver of District owned, or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include suspending or permanently revoking school transportation privileges.

The student will be informed of the reason for suspension or revocation of transportation privileges and will be given the opportunity to respond before the administrator's decision is final. Suspension of transportation privileges does not excuse a student from attending school. It is the responsibility of the parent/guardian and/or student to make alternate transportation arrangements to and from school.

## Removal from Classroom by Teacher

### Ordinary Teacher Removal

A teacher may send a student to the campus behavior coordinator's office to maintain discipline in the classroom or when the student engages in behavior that violates the SCC. For these informal removals, the behavior coordinator will use one or more discipline management techniques to address and improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the behavior coordinator will employ other discipline techniques or progressive interventions to improve the student's conduct.

### Formal Teacher Removal

Chapter 37.002-Texas Education Code

A teacher may remove a student from class when:

- The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach or with the learning of other students; or.
- The behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach or with the learning of other students.

A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A teacher must remove a student from class if the student engages in conduct that requires or permits DAEP placement or expulsion under the Texas Education Code, in which case the procedures for DAEP placement or expulsion will apply.

### Placement During Removal

When a teacher utilizes a formal removal of the student from the classroom, the administrator may place the student in: (1) another appropriate classroom, (2) in-school suspension, (3) out-of-school suspension, or (4) DAEP.

### Procedures for Teacher Removal

No later than three school days after a teacher has formally removed a student from class, an administrator will schedule a conference with the campus behavior coordinator or other administrator, the student's parent/guardian, the student, and the teacher. At the conference, the student will be provided an explanation of the basis for removal and be given an opportunity to respond. After the conference, the campus behavior coordinator or designee will render a discipline decision and inform the student and parent/guardian of the consequences.

A student who is sent to the campus behavior coordinator's or other administrator's office through an ordinary or a formal teacher removal from class is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law,

Return to the Classroom

If the teacher removed the student from class because the student engaged in assault resulting in bodily injury, aggravated assault, sexual assault, or aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. In other cases where the teacher initiates a formal removal, the student may only be returned to the teacher's class without the teacher's consent if the Placement Review Committee determines that the teacher's class is the best or only alternative.

### In-School Suspension (ISS)

Reasons for ISS

A student may be placed in an in-school suspension program at the discretion of the campus behavior coordinator. The parent and/or guardian must be notified by the school administrator before the in-school suspension placement becomes official. Parents/guardians shall be notified prior to a student serving detention that is scheduled before/after school hours. Transportation arrangements must be made with the parent/guardian prior to the scheduled detention.

Procedure for ISS

The student will be informed of the reason for placement in ISS and be given an opportunity to respond before the administrator's decision is final. While in ISS the student will complete assignments from his or her teacher.

### Out-of-School Suspension (OSS)

Reasons for OSS

Students may be suspended from school for any misconduct listed in any category of the SCC.

State law allows a regular education student to be suspended for as many as three (3) school days per behavior violation. Out of school suspensions will not exceed 3 consecutive school days for each separate behavior violation. There is not a limit to the number of times a student may be suspended in a semester or school year. If a student receives OSS for a partial school day, that partial day is considered one of three total allowable OSS days. An OSS may not exceed 3 consecutive school days TEC 37.005. An ARD must be held for special education students who have been assigned to 10 out of school suspension days in a single school year prior to any further out of school suspension days are assigned.

Procedure for OSS

The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school- sponsored or school-related activities. Students may be suspended for a maximum of three school days at a time.

Assignments During ISS and OSS

The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all course work provided in the classes in the foundation curriculum that the student misses because of the suspension, including at least one option for receiving the course work that does not require the use of the Internet.

### On Campus Intervention Program (OCI)

On Campus Intervention Program (OCI)- The OCI Program will include equitable and restorative practices to motivate students, support students, and to provide healing to students. A student may be placed in the On-Campus Intervention program for six (6) consecutive school days for any offenses listed under Level I and/or Level II discretionary offenses. This includes incidents/offenses occurring within 300 feet of school property, while attending a school sponsored event, or while attending a school related activity on or off school property.

Students placed in OCI are:

Grade Level and Other Restrictions on Suspension

- prohibited from any other school campus
- prohibited from attending school sponsored events/extracurriculars
- Disobeying this directive could result in further disciplinary action.

A student who is in third grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons or a violent offense, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

## Disciplinary Alternative Education Program (DAEP)

Reasons for Mandatory DAEP Placement

**School-Related** A student must be placed in DAEP for any of the following misconduct if committed while on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engages in conduct punishable as a felony.
- Commits an assault (*see definitions*) resulting in bodily injury (*see definitions*) against another.
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance (*see definitions*), a dangerous drug (*see definitions*), or an alcoholic beverage in any amount not punishable as a felony.
- Commits a serious act or offense while under the influence of an alcoholic beverage if the conduct is not punishable as a felony.
- Engages in an offense relating to abusable volatile chemicals (*see definitions*).
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code (*see definitions*), against an employee of the school district.
- Engages in public lewdness (*see definitions*).
- Engages in indecent exposure (*see definitions*).
- Possesses, other than on his or her person, or uses a firearm (*see definitions*) as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense.
- Possesses, other than on his or her person, or uses a knife with a blade over 5½".
- Engages in expellable conduct if the student is between six and nine years of age.

- Engages in criminal mischief if the damage is greater than \$750.
- Engages in a federal firearm offense if the student is six years of age or younger.

**Off-Campus.** A student must be placed in DAEP for engaging in a Title 5 (*see definitions*) felony offense or aggravated robbery while off-campus and not in attendance at a school-sponsored or school-related activity if:

- The student receives deferred prosecution,
- A court or jury finds the student engaged in delinquent conduct, or,
- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code).

**Regardless of Location.** A student must be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Issues a false alarm or report (*see definitions*) or a terroristic threat (*see definitions*) involving a public school.
- Retaliates (*see definitions*) against any school employee.
- Is a registered sex offender (*see definitions*) under court supervision, probation, community supervision, or parole

Students who are: (1) convicted of continuous sexual abuse of a young child or children; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Placement in this circumstance may be for any length of time considered necessary.

**School-Related.** A student may be placed in DAEP for any of the following misconduct if committed while on school property, or while attending a school-sponsored or school-related activity on or off school property:

- Committing any offense included in the list of "General Types of Prohibited Misconduct" in this SCC.
- Engaging in persistent (*see definitions*) misbehavior that violates this SCC.

**Off-Campus.** A student may be placed in DAEP for engaging in the following misconduct while off-campus and not in attendance at a school-sponsored or school-related activity:

- The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student's continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process.
- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred.



**Regardless of Location.**

A student may be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- A student may be placed in DAEP if the student is a registered sex offender (*see definitions*) who is not under any form of court supervision.
- Engages in bullying (*see definitions*) that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
- Is involved with a public-school fraternity, sorority, secret society, or gang (*see definitions*), including participating as a member or pledge, or soliciting another person to become a member or pledge.
- Is involved in criminal street gang activity (see definition).

Emergency DAEP Placement

An administrator may order an emergency DAEP placement if the student has been so unruly, disruptive, or abusive that it seriously interferes with the teacher’s ability to teach the class, the learning of other students, or the operation of a school-related or a school-sponsored activity. The reason for emergency placement must also be a reason for which DAEP placement could be ordered on a non-emergency basis. At the time of the emergency placement, the student will be told the reason for the action.

No later than the tenth day after the date of emergency DAEP placement, the student will be given a conference as required for regular placement in DAEP; see below.

Procedure for DAEP Placement

**Central Office Conference Procedures**

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to remove a student to a Disciplinary Alternative Education Program (DAEP). The conference shall be held. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors (refer to pg.4). These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Advise the student of the conduct or offense with which he/she is charged.
- Permit the student the opportunity to explain his/her version of the incident.
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel.
- Written statements from witnesses or parties may be introduced.

- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer.
- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code.
- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision.
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case.

**Record**

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend.

If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted, and additional discipline may be imposed.

**Diversionsary Referral Program** Some students may be eligible to participate in a Diversionsary Referral Program as a form of intervention, the hearing officer will determine eligibility for the program. Only students in grades 5th through 12th are eligible to participate. They can only participate in this program once.

Until a placement conference can be held, the student may be placed in another appropriate classroom, in- school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference.

**DAEP Placement Order.** If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency.

A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.

Length of DAEP Placement

The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. All DAEP placements will result in placement for up to [160] school days.

Successful completion of school days will be determined at the discretion of the District. Days occurring during school closures when virtual instruction is taking place WILL NOT count as a successful completion of a day in the DAEP. The length of DAEP placement may not exceed one year unless, after review, the District determines that the student is a threat to the safety of other students or District employees.

Merit Program

**Merit Program** Students' DAEP placements may be reduced by meeting the expectations of a merit program. High School and Middle School students can earn 1 day less to their overall DAEP assignment for every 5 successfully completed days at Metro Opportunity Middle/High School or Insights Elementary School. A successfully completed day is defined as a full day of attendance without an incident of student misconduct.

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that: (1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or (2) the student engaged in serious or persistent misbehavior that violates the SCC. For purposes of this paragraph only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or more violations of the SCC or repeated occurrences of the same violation.

If the DAEP placement extends beyond 60 days or the end of the next grading period, whichever is sooner, the student or the student's parent/guardian may participate in a proceeding before the Board or Board's designee as provided in policy FNG (LOCAL). Any decision of the Board is final and may not be appealed.

The general SCC rules for DAEP placement apply to registered student sex offenders (See *definitions*) except as modified in this section.

Rules for Registered Sex Offenders

**Placement.** Registered sex offenders will be placed in a Juvenile Justice Alternative Education Program (JJAEP) in lieu of DAEP if: (1) ordered to attend JJAEP by a court, or (2) if permitted by agreement between the District and the JJAEP.

**Length of Placement.** Registered sex offenders under court supervision will be placed in DAEP for a minimum of 90 school days, which is the equivalent of one semester. Registered sex offenders who are not under any form of court supervision but are assigned to DAEP must serve a minimum of 90 school days, which is the equivalent of one semester.

**Transfers.** Registered sex offenders under court supervision that transfer into the District will be required to complete an additional 90 school days which is the equivalent of one semester in DAEP in addition to the assignment assessed by the previous school district.

Registered sex offenders who are not under any court supervision that transfer into the District will be placed in the regular classroom unless it is determined that the student is a threat to the safety of others, is detrimental to the educational process, or it is not in the best interests of the District's students.

**Periodic Review for Registered Sex Offenders.** After 90 school days in DAEP, a review committee will determine by majority vote and recommend to Board of Trustees whether the student should remain in DAEP or be returned to the regular classroom. Board of Trustees will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, Board of Trustees will follow the committee's decision to continue the student's placement in DAEP

unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students.

If the student remains in DAEP, the review committee will re-consider the student's placement before the beginning of the next school year.

**Appeals for Registered Sex Offenders.** DAEP placement may be appealed as described in District policy FNG or FOC. However, the appeal is limited to the factual question of whether the student is required to register as a sex offender under the law. A decision of the District's Board of Trustees is final and may not be appealed.

**Students Under 10 Years of Age** When a student under the age of 10 engages in behavior that is an expellable behavior, the student will not be expelled but will be placed in a Disciplinary Alternative Education Program (DAEP). The District must provide educational services in the DAEP if the student is younger than 10 years of age. Students under age 6 will not be removed from class or placed in a DAEP. Pending the outcome of the hearing, unless the student is removed under the Emergency Placement or Expulsion provisions, the student may be suspended for up to three days, placed in in-house suspension or provided an alternative arrangement

Elementary students in kindergarten through grade 2 will not be placed in DAEP.

**No Participation in Activities While in DAEP.** Students placed in DAEP for any mandatory or discretionary reasons are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

**Impact on Graduation.** The District has the right to limit a student's participation in graduation activities for violating the District's student code of conduct. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's code, resulting in a removal to a DAEP or expulsion during the semester immediately preceding graduation. Graduating seniors who have met all criteria for graduation and are assigned to a DAEP and/or expelled to JJAEP at the end of the school year, will not be allowed to participate in the graduation ceremony or in other related graduation activities, except graduation activities at the alternative placement site.

**Transportation.** Students that have transportation designated in their IEP are entitled to that service when assigned to JJAEP

The District will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other District personnel involved in providing transportation or violates any provision of the SCC during transport.

**Periodic Review.** The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

**Coursework Opportunity.** Students placed in DAEP will have an opportunity to complete coursework required for graduation, at no cost to the student, before the beginning of the next

school year.

## Re-Entry Consultation

**Transition from DAEP.** As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, school resource officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

**Transition Plan.** Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and may include recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; the provision of information to the student's parent/guardian about the process to request a full individual and initial evaluation of the student for purposes of special education services under Section 29.004; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

**Effect of Student Withdrawal.** When a student withdraws from school before a DAEP placement order is completed, the District may complete the proceedings and issue a DAEP placement order. If the student re-enrolls in the District during the same or subsequent school year, the District may enforce the DAEP placement order at that time, minus any portion of the placement that was served by the student during enrollment in another district.

If the administrator does not issue a DAEP placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP placement order.

**Student Transfers.** The District will decide on a case-by-case basis whether students assigned to DAEP in another Texas district, a Texas open-enrollment charter school, or an out-of-state school district will be required to complete the term of their DAEP placement or be placed directly into a regular classroom setting. To continue an out-of-state DAEP placement, the basis for the DAEP placement must also be a reason for DAEP placement in the enrolling district. If the out-of-state DAEP placement period exceeds one year, the District will reduce the period of the placement so that the total placement does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interests of the student.

**Summer School.** Students in DAEP during summer programs will be served alongside other students not assigned to DAEP.

**Summer Activities.** Students whose DAEP placement continues past the end of the school year and into the next school year will not be permitted to participate in school-related activities occurring during summer months, including team camps, clinics, practices, and workouts.

**Criminal Proceedings.** The review and appeal process described below is limited to retaliation or off-campus misconduct. It does not apply if the student was placed in DAEP as required by law

for conduct occurring on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school.

If the District receives notice that prosecution of a student's case was refused and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated or a court or jury found the student not guilty or that the student did not engage in delinquent conduct or conduct indicating a need for supervision and dismissed the student's case with prejudice, the District will review the student's DAEP placement and will schedule a review with the student's parent/guardian no later than the third day after receiving notice. The student will not be returned to the regular classroom before the review. After reviewing the notice and receiving information from the student's parent/guardian, the administrator may only continue the student's DAEP placement if the administration has reason to believe the student's presence in the regular classroom threatens the safety of others.

The administrator's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

If the Board confirms the decision of the administrator, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.

## Expulsion

### Reasons for Mandatory Expulsions

**School-Related.** A student must be expelled for any of the following misconduct that occurs on school property or while attending a school-sponsored or school-related activity on or off school property:

- Brings to school a firearm, as defined by federal law (*see definitions*).

Students whose offense involves a firearm must be assigned to JJAEP for one school-calendar year. If the offense occurs in the last six weeks of the school year, the placement may extend/begin into the first semester of the next school year. The placement duration will be determined by the hearing officer. The period of placement may not exceed one year unless, after review, it is determined that the student is a threat to the safety of other students or to District's employee.

- Possesses or uses a handgun\* on or about his or her person (*see definitions*).
- Possesses or uses a location restricted knife, on or about his person.

\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.

- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, firearm silencer, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (*see definitions*).
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children.

- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance (*see definitions*), a dangerous drug (*see definitions*), or an alcoholic beverage (*see definitions*) if the behavior is punishable as a felony.
- Commits a serious act or offense while under the influence of an alcoholic beverage if the behavior is punishable as a felony.

**Regardless of Location.** A student must be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Retaliates (*see definitions*) against a school employee or volunteer by committing a state-mandated expellable offense.

**While in DAEP.** A student may be expelled for engaging in documented serious misbehavior as defined by law (*see definitions*) while the student is placed in DAEP and on the DAEP site/campus despite documented behavioral interventions.

**School-Related.** A student may be expelled for any of the following offenses that occur on school property, within 300 feet of school property as measured from any point on the District's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage if the conduct is not punishable as a felony.
- Commits a serious act or offense while under the influence of an alcoholic beverage if the conduct is not punishable as a felony.
- Engages in misconduct that contains the elements of an offense relating to abusable volatile chemicals (*see definitions*).
- Commits an assault (*see definitions*) resulting in bodily injury to a school employee or volunteer.
- Engages in deadly conduct (*see definitions*).

**Three Hundred Feet.** Additionally, a student may be expelled for any of the following offenses that occur within 300 feet of school property as measured from any point on the District's real property boundary line:

- Possesses a firearm, as defined by federal law (*see definitions*).
- Possesses or uses a handgun\* on or about his or her person (*see definitions*).

\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working

- Possesses or uses a location restricted knife, on or about his person.

- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, firearm silencer, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (*see definitions*).
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children.
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana, a controlled substance (*see definitions*), a dangerous drug (*see definitions*), or an alcoholic beverage (*see definitions*) if the behavior is punishable as a felony.

**Regardless of Location.** A student may be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Commits aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery against another student.
- Retaliates against a school employee or volunteer by committing an assault (*see definitions*) resulting in bodily injury.
- Engages in felony criminal mischief.
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system.
- Engages in bullying (*see definitions*) that encourages a student to commit or attempt to commit suicide.
- Incites violence against a student through group bullying.
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district.
- Issues a false alarm or report (*see definitions*) or a terroristic threat (*see definitions*) involving a public school.

**Title 5 Felonies Regardless of Location.** In addition to the expellable conduct listed above, a student may also be expelled and placed in Juvenile Justice Alternative Education Program if the student:

- is arrested for a Title 5 felony offense (*see definitions*) or aggravated robbery,



- is charged with engaging in a Title 5 felony offense or aggravated robbery,
- received deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery,
- is on probation for a Title 5 felony offense or aggravated robbery,
- was found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery,
- has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or.
- was convicted of a Title 5 felony offense or aggravated robbery.

and the administrator determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students.

In this circumstance, expulsion to an alternative setting may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct.

A student may be subject to an expulsion under this circumstance until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program. The student will be entitled to the same periodic review afforded to other students in alternate settings. An expulsion ordered in this case is final and may not be appealed beyond the Board of Trustees.

#### Emergency Expulsion

An administrator may order the immediate expulsion of a student if the administrator reasonably believes the emergency expulsion is necessary to protect persons or property from imminent harm. The reason for the emergency expulsion must also be a reason for which expulsion could be ordered on a non-emergency basis. At the time of the emergency expulsion, the student will be told the reason for the action. No later than the tenth day after the date of emergency expulsion, the student will be given a hearing as required for a regular expulsion; see below.

#### Procedure for Expulsion

**Central Office Hearing** the Board delegates to the Student Discipline and Placement Department and its administrators the authority to expel a student to JJAEP. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

Students alleged to have committed an expellable offense will receive a hearing before the Hearing Officer within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed expulsion and will be invited in writing to attend the hearing. After trying to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

**Hearing Rules and Procedures** The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors. These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the

hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Advise the student of the conduct or offense with which he/she is charged.
- Permit the student the opportunity to explain his/her version of the incident.
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel.
- Written statements from witnesses or parties may be introduced.
- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer.
- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts in order to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code.
- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision.
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case.
- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District;
- An opportunity to question the District's witnesses; and.
- An opportunity to testify and to review and present evidence and witnesses in the student's defense.

**Record** Additional proceedings may be conducted, and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes.

**Interim Placement.** Until an expulsion hearing can be held, the student may be placed in another appropriate classroom, in-school suspension, out-of-school suspension, or DAEP.

**Expulsion Order.** If the outcome of the expulsion hearing is that the student will be expelled, the appropriate administrator will issue an expulsion order and provide a copy to the student and the student's parent/guardian. If the duration of the expulsion differs from the guidelines in the SCC, the expulsion order will give notice of the inconsistency.

The District will send a copy of the expulsion order to the juvenile court no later than the second

business day after the expulsion hearing. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the expulsion order.

## Length of Expulsion

The duration of the expulsion will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Both mandatory and discretionary expulsions will result in expulsion for up to [90] school days.

School days counted towards completion of the expulsion term will be determined at the discretion of the District. Days occurring during school closures when virtual instruction is taking place WILL NOT count towards completion of the term of the expulsion order. Students who bring a firearm (as defined by federal law) to school will be expelled from the regular classroom for at least one calendar year except as modified by the administrator on a case-by-case basis.

An expulsion will not exceed one calendar year unless, after review, the District determines that: (1) the student is a threat to the safety of other students or to District employees; or (2) extended expulsion is in the best interest of the student.

Students expelled at the end of one school year may be required to complete the term of their expulsion at the beginning of the next school year.

## Other Expulsion Issues

**Academic Impact.** Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP) or other District-approved program or as required by IDEA or Section 504.

**Participation in Activities.** Expelled students are prohibited from being on school grounds or attending or participating in school-sponsored or school-related activities while expelled.

**Age Restrictions.** Students under the age of ten that engage in expellable behavior will not be expelled but will be placed in DAEP.

**Effect of Student Withdrawal.** If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

If the administrator does not issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue an expulsion order.

**Student Transfers.** The District will decide on a case-by-case basis whether students expelled from another Texas district or from an out-of-state school district will be required to complete the term of their expulsion, be placed in DAEP for the duration of the expulsion term or be placed directly into a regular classroom setting. To continue an out-of-state expulsion, the basis for the expulsion must also be a reason for expulsion in the enrolling district. If the out-of-state expulsion period exceeds one year, the District will reduce the period of expulsion so that it does not exceed one year unless the District determines that the student is a threat to the safety of others or extended expulsion is in the best interest of the student.

## Expulsion Appeals

A student or a student's parent(s) or guardian(s) may appeal in writing a Level III expulsion to the Juvenile Justice Education Program (JJAEP), to the superintendent or designee, both of which have been designated by the Board. This written appeal must be delivered to the Superintendent's office within five working days after receiving notification of the expulsion. Parent(s) and/or guardian(s) may also submit any information they believe is relevant to the appeal. The superintendent or designee may also investigate and request additional information that was not presented at the original hearing. If after review, the superintendent or designee

determines that the reasons given in support of the expulsion are sound and substantiated, he or she shall issue a written notice informing the parent(s) and/or guardian(s) of his or her decision to sustain the expulsion within three working days of the conclusion of the review. The superintendent or designee may also take any action he or she deems appropriate to modify or overturn the placement and will notify the parent(s) and/or guardian(s) promptly of his or her decision in this regard. If at the conclusion of the investigation, additional information is brought forth that might increase the consequence, the superintendent or designee will review (within three days) the new information with parent(s) and/or guardian(s). Following this review, the superintendent or designee will issue a final ruling. Noncustodial parent(s) and/or guardian(s) may request in writing a copy of any written notification relating to a student's expulsion from school that is generally provided by the District to a student's parents. Consequences will not be delayed pending the outcome of the appeal.

## Searches, Board Policy FNF Legal

The Fort Worth ISD School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent.

A search is reasonable if it meets both of the following criteria:

The action is justified at the inception; i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation. The scope of the search is reasonably related to the circumstances that justified the search in the first place; i.e., the measures adopted are reasonably related to the objectives of the search and are not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

### Desks and Lockers

#### **Desks and Lockers**

Desk, lockers, and similar items are the property of the District and are provided for student use as a matter of convenience. Lockers and desks are subject to blanket/random searches or inspections by District administrators. Searches or inspections may be conducted at any time and without notice. Students shall be fully responsible for the security and contents of desks or lockers assigned to them. Students shall make certain that lockers are locked, and that keys or combinations are not given to others. Students shall not place or keep in a desk or locker any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be held responsible for any prohibited items found in their desks or lockers.

### Vehicles

#### **Vehicles**

Students shall be fully responsible for the security and contents of vehicles parked on school property. Students shall make certain that their parked vehicles are locked and that the keys are not given to others. Students shall not place or keep in a vehicle on school property any article or material prohibited by law, District policy, or the Student Code of Conduct. If there is reasonable cause to believe that a vehicle on school property contains contraband, it may be searched by school officials or by personnel whose services have been engaged by the District to conduct such searches. Students shall be held responsible for any prohibited items found in their vehicles on school property. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parent. If the parents also refuse the search, the District may contact local law enforcement officials and turn the matter over to them, or the District may conduct the search.

The District shall use specially trained non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items and illicit substances as defined in FNCF (LOCAL) and alcohol; visits to the school shall be unannounced. The dogs shall be used to sniff the air in vacant classrooms, in vacant common areas, around student lockers and around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle or an item in a classroom, the area may be searched by school officials. Searches of vehicles shall be conducted as described above.

### Electronic Storage

#### **Electronic Storage**

A peace officer may not search a person's cellular telephone or other wireless communications device, pursuant to a lawful arrest of the person, without obtaining a warrant under Code of Criminal Procedure 18.0215.

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A peace officer MAY search a cellular telephone or other wireless communications device without a warrant if:

- The owner or possessor of the telephone or device consents to the search;
- The telephone or device is reported stolen by the owner or possessor; or
- The officer reasonably believes that:
  - warrant has been issued for committing a felony offense; or
  - There exists an immediate life-threatening situation, as defined by Code of Criminal Procedure 18.20. Code of Crim. Proc. 18.0215

**Specifically:**

Lockers may be sniffed by trained dogs at any time.

Vehicles parked on school property may be sniffed by trained dogs at any time.

Classrooms and other common areas may be sniffed by trained dogs at any time students are not present.

If contraband of any kind is found, the student shall be subject to appropriate disciplinary action. The student’s parent or guardian shall be notified if any prohibited articles or materials are found in a student’s locker, a student’s vehicle parked on school property or on the student’s person as a result of a search conducted in accordance with the policy.

Metal Detectors

**Metal Detectors**

The District shall not tolerate actions that endanger the wellbeing of students or faculty or disrupt the educational process. Accordingly, upright, or hand-held metal detectors may be randomly used any time by the administration to safeguard students and maintain a safe environment.

Students shall be notified at the beginning of each school year that they will be subject to search by a metal detector on a random basis. All prohibited weapons and/or illegal contraband revealed shall be confiscated and turned over to applicable law enforcement agencies, which shall determine whether to initiate criminal prosecution. (See Board Policy FNCF or FNCG) Contraband found to be in violation of school board policy shall be confiscated by school personnel. School administrators will determine what, if any, disciplinary action is taken.

If a student refuses to comply with a metal detector search, the parent(s) and/or guardian(s) will be contacted. If the parent(s) and/or guardian(s) support their child’s decision to refuse, the school liaison officer shall determine if a search is now mandatory for the safety of all. If not, the student shall be removed from the campus immediately and will be subject to appropriate disciplinary action. The second time a student refuses to comply with a metal detector search will result in immediate removal from school pending a central office conference.

**Photographic/Video/Audio**

District video/audio equipment shall be used for safety purposes in monitoring student behavior on buses and in common areas on the district’s campuses. Students may not photograph, videotape, or otherwise record students or staff during the instructional school day.

No photograph, video recordings or audio recordings may be taken or made on Fort Worth ISD premises unless authorized by the Superintendent, her/his designee, or principal for educational or school-related purposes. (section 26.009 of the Texas Education Code applies).

**General Security - Acceptable Use Policy**

The Superintendent or designee shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

Access to the Districts’ electronic communications systems which may include computers, software, communication tools (email, chat), access to internal networks (intranet), and access to external networks (internet) is a privilege, not a right. Fort Worth ISD requires that these systems be used in a responsible way, ethically, and in compliance with all legislation and other Fort Worth Independent School District (District) policies. [See Board Policy CQ]

All users shall be required to acknowledge receipt and understanding of all administrative regulations governing the use of the system and shall agree in writing to comply with such regulations and guidelines. Noncompliance with applicable regulations and guidelines may result in suspension or terminations of privileges and other disciplinary action consistent with District Policies. [See Board Policies DH and CQ, and the Student Code of Conduct]

### **Acceptable Use of Assets**

Assets include, but are not limited to, physical equipment, such as desktop computers, servers, printers, laptops, telephones, mobile devices, and removable media (such as USB flash drives), as well as systems and services, such as the organizational network, internet, voicemail, and more. Organizational data is also considered to be an asset. All devices and systems are property of the District, and all use must be in accordance with established policies, standards, and guidelines.

This policy is applicable to all District stakeholders including full-time, part-time, and temporary employees, contractors, students, and interns. The requirements defined in this policy are applicable to all data, systems, and services owned and/or managed by the District.

Electronic mail transmissions and other use of the electronic communication system by students and employees shall not be considered confidential and may be monitored at any time by designated District staff.

### **Noncompliance**

Violations of this policy will be treated like other allegations of wrongdoing at the District and will be investigated per established procedures. Sanctions may include, but are not limited to, one or more of the following:

1. Oral and/or written warning
2. For Employees: Probation, suspension, or termination of employment
3. Discipline in accordance with the Student Code of Conduct
4. Legal action per applicable laws and contractual agreements

[View complete Acceptable Use of Assets Policy here.](#)

### **Threat Assessment and Safe and Supportive School Team**

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct. The team will conduct threat assessments for individuals who make threats of violence or exhibit harmful, threatening, or violent behavior as defined in Board Policy FFB (LEGAL). "Harmful, threatening, or violent behavior" includes behaviors, such as verbal threats, threats of self-harm, bullying, cyberbully, fighting, the use or possession of a weapon, sexual assault, sexual harassment, dating violence, stalking, or assault, by a student that could result in specific interventions, including mental health or behavioral supports or exclusionary school discipline.

All examples of misconduct and disciplinary consequences shown are guidelines on which the campus behavior coordinator will rely to assist in making a disciplinary decision. These guidelines are not intended to be determinative of length of placement, infractions or consequences.

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex

## **Notice of Non-Disclosure**

in its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator(see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both. Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: Michael Menchaca, Director, Office of Professional Standards  
100 North University Drive Fort Worth, Texas 76107 Telephone: (817)814-1880, E-mail: [Michael.Menchaca@fwisd.org](mailto:Michael.Menchaca@fwisd.org)

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

For concerns regarding discrimination based on disability, see ADA/Section 504  
Coordinator/Foster Care Liaison  
Patricia Sutton, Director of Special Programs  
100 North University Drive NE 240, Fort Worth, Texas 76107 Telephone: (817) 814-2458, E-mail:  
Patricia.Sutton@fwisd.org.

## **FOR OTHER COMPLAINTS AND CONCERNS**

Usually, student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints that cannot be handled so easily, the District has adopted a standard complaint policy at FNG (LOCAL) in the district's policy manual. A copy of the policy can be obtained from the principal's office or on the district's Web site at <http://pol.tasb.org/Policy/Code/1101?filter=FNG>.

*In general, the student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the Superintendent's designee. If still unresolved, the District provides or the complaint o be presented to the Board.*

## Definitions

**ABUSABLE VOLATILE CHEMICALS:** Those substances as defined in Texas Health and Safety Code § 485.001.

**ALCOHOLIC BEVERAGE:** Those substances as defined in Texas Alcoholic Beverage Code § 1.04.

**ARMOR-PIERCING AMMUNITION:** Handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers or other firearms.

**ASSAULT:** For student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

**BODILY INJURY:** Physical pain, illness, or impairment of a physical condition.

**BULLYING:** A single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves written or verbal expression, including electronic communication, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school, including cyberbullying (see definition below). See District policy FFI for additional information regarding bullying.

**CHEMICAL DISPENSING DEVICE:** A device other than a small chemical dispenser sold commercially for personal protection, that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

**CLUB:** An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

**CONTROLLED SUBSTANCE:** A substance, including a drug, an adulterant, and a diluent, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**CRIMINAL STREET GANG:** Three or more persons having a common identifying sign or symbol or an identifiable leadership which continuously or regularly associate in the commission of criminal activities.

**CYBERBULLYING:** Bullying that is done using any electronic communication device, including using a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet



website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**DANGEROUS DRUG:** Substances as defined in Chapter 483 of the Texas Health and Safety Code.

**DEADLY CONDUCT:** Recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**DEADLY WEAPON:** A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

**E-CIGARETTE:** An electronic cigarette or any other device, including Juuls, that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this subdivision, regardless of whether the liquid or other material contains nicotine. The term includes any component, part, or accessory for the device and regardless of whether the device is manufactured, distributed, or sold as an e-cigarette but does not include a prescription medical device unrelated to the cessation of smoking.

**EXPLOSIVE WEAPON:** Any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made, or adapted for delivery or shooting an explosive weapon.

**FALSE ALARM OR REPORT:** Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily: (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile.

**FIGHTING:** Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

**FIREARM (Federal law):** (1) any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm weapon; or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

**FIREARM (State law):** Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

**FIREARM SILENCER:** Any device designed, made, or adapted to muffle the report of a firearm.

**GANG:** An organization, combination, or association of persons composed wholly or in part of students that: (1) seeks to perpetuate itself by taking in additional members based on the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

**GRAFFITI:** Making marks of any kind on the tangible property of another without the effective consent of the owner.

**HANDGUN:** Any firearm designed, made, or adapted to be fired with one hand.

**HARASSMENT (as defined by Board Policy and federal law):** Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another's physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities. (See also definition of Sexual Harassment, below.)

**HARASSMENT (as defined by the Penal Code):** Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee's family or household, or the employee's property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend an employee of the District; or publishes on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern.

**HAZING:** Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator in writing. Consent to or acquiescence in the hazing activity does not excuse the student of responsibility for the misconduct.

**HIT LIST:** List of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

**IMPROVISED EXPLOSIVE DEVICE:** A completed, and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components. The term does not include unassembled components that can be legally purchased and possessed without a license, permit, or other governmental approval; or an exploding target that is used for firearms practice, sold in kit form, and contains the components of a binary explosive.

**INDECENT EXPOSURE:** Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**INTENT:** The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist, or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

**INTIMATE VISUAL MATERIAL:** Visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**INVASIVE VISUAL RECORDING:** A person commits an offense if, without the other person's consent and with intent to invade the privacy of the other person, the person: (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

**KNIFE:** A bladed hand instrument that can inflict serious bodily injury or death by cutting or stabbing, including a switchblade.

**KNUCKLES:** Any instrument consisting of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**LOCATION-RESTRICTED KNIFE:** A knife with a blade over 5 ½ inches.

**MACHINE GUN:** Any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**ON OR ABOUT HIS OR HER PERSON:** Within the student's control and within arm's reach.

**PARAPHERNALIA:** Any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

**PERSISTENT:** Three or more violations of the SCC or repeated occurrences of the same violation.

**POSSESSION:** To have in or on: (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) in any conveyance used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

**POSSESSION OR PROMOTION OF LEWD VISUAL MATERIAL DEPICTING A CHILD:** Possessing, accessing, or promoting, lewd visual material depicting a child, as further defined by Texas Penal Code § 43.25 and punishable as a felony.

**PROHIBITED WEAPONS:** A prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, machine gun, short-barrel firearm, zip gun, improvised explosive device or tire deflation device as further defined in Texas Penal Code § 46.05.

**PUBLIC LEWDNESS:** Those acts defined in Texas Penal Code § 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**REASONABLE BELIEF:** A determination that misconduct occurred made by the administrator using all available factual and legal information, including information furnished under Article 15.27 of the Code of Criminal Procedure.

**RETALIATE:** Harming or threatening to harm another: (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime, including posting the residence address or telephone number of the employee on a publicly accessible website with intent to threaten harm or cause harm to the employee or the employee's family or household.

**SELF-DEFENSE:** To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

**SERIOUS MISBEHAVIOR:** To engage in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercion, meaning to threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person, (4) public lewdness as defined in Texas Penal Code § 21.07, (5) indecent exposure as defined in Texas Penal Code § 21.08, (6) criminal mischief as defined in Texas Penal Code § 28.03, (7) personal hazing as defined in Texas Education Code § 37.152, or (8) harassment of a student or District employee as defined in Texas Penal Code § 42.07(a)(1).

**SEX OFFENDER:** A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who: (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

**SEXUAL HARASSMENT:** Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct based on sex prohibited by District policy FFH or FNC, when it is so severe, persistent, pervasive, and objectively offensive that it has the purpose or effect of effectively denying a person equal access to an educational program or activity. Conduct that meets the definitions of sexual assault, dating violence, domestic violence or stalking under federal law.

**SHORT-BARREL FIREARM:** A rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun if, as altered, has an overall length of less than 26 inches.

**SWITCHBLADE KNIFE:** Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

**TELECOMMUNICATIONS DEVICE:** Any type of device that: (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

**TERRORISTIC THREAT:** Threats to commit any offense involving violence to any person or property with intent to: (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

**TIRE DEFLATION DEVICE:** A device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**TITLE 5 FELONY OFFENSES:** Offenses against the person that, depending on the circumstances, may include murder; capital murder; manslaughter; criminally negligent homicide; unlawful restraint; kidnapping; aggravated kidnapping; trafficking of persons; unlawful transport; assault; aggravated assault; sexual assault; aggravated sexual assault; improper relationship between educator and student; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; invasive visual recording; sexual coercion; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment by a person in a correctional facility; continuous sexual abuse of a young child or children; bestiality; voyeurism; disclosure or promotion of intimate visual material; and tampering with a consumer product.

**UNDER THE INFLUENCE:** When in the employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. The student need not be legally intoxicated.

**USE:** With respect to substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

**ZIP GUN:** A device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

August 08, 2022

Dear Parent/Guardian and Student:

Welcome to the 2022-2023 school year. Fort Worth Independent School District (FWISD) hopes that everyone had an enjoyable summer. There are some important issues that you need to be aware of regarding truancy.

**What is Truancy and how will FWISD handle truancy issues?**

Individuals who are 6 years old or older and younger than 19 years of age, or individuals who are younger than the age of 6 enrolled in a pre-kindergarten or kindergarten, and individuals over the age of 18 who voluntarily enroll as a student within FWISD must attend school for the entire period the program of instruction is provided. *See* Tex. Educ. Code § 25.085. If a student misses 10 or more days or parts of days within a 6-month period without a valid excuse, the student is truant. Tex. Fam. Code § 65.003. A civil action may be taken against the student, if he/she is 12 years old or older and 18 years old or younger, for truant conduct. Action may also be taken against the parent/guardian of a student who is 6 years old or older and 18 years old or younger, for failing to require their child to attend school as required by law and is issued a warning. Tex. Educ. Code § 25.093. As such, a parent/guardian must take the necessary measures to ensure that the student is regularly attending school by contacting your child's school attendance office to confirm attendance. If a student becomes truant, the parent/guardian will be notified in writing about the truancy and may be requested to attend future meetings.

Parents and students are responsible for making sure that written excuses for absences are submitted to the student's school attendance office within 7 days of the absence to ensure that an absence is not marked as unexcused. Further, students must have a legitimate reason for arriving late or leaving early from school. Reasons for arriving late or leaving early from school must be in writing and submitted to the school attendance office.

Additionally, students must be in attendance 90 percent of the school year, unless the attendance review committee gives the student credit because there were extenuating circumstances for the absences. Tex. Educ. Code § 25.092; *see also* FEC (Local). A student 18 or older, who has more than five unexcused absences in a semester, may have their enrollment revoked. *See* FEA (Legal). Further, the student's presence on school property thereafter would be unauthorized and may be considered trespassing.

FWISD wants your student to be successful. You may help by making sure that your student is regularly attending school. Best wishes for a successful school year. If you have any questions, you may contact the attendance office at the campus that your child attends. Thank you for your support.

Sincerely,

Christopher Riddick  
Director

## District Policy

Parent/Guardian who wishes to review the district local or legal policies as stated in this handbook may visit the districts' web site at <http://www.fwisd.org>, select the *Board of Education* tab listed under Useful Links and select *Board Policy Online*.

<b>Policy Code</b>	<b>Description</b>
FNC	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT CONDUCT
FNCA	STUDENT CONDUCT - DRESS CODE
FNCB	STUDENT CONDUCT - CARE OF SCHOOL PROPERTY
FNCC	STUDENT CONDUCT - PROHIBITED ORGANIZATIONS AND HAZING
FNCD	STUDENT CONDUCT - TOBACCO USE AND POSSESSION
FNCE	STUDENT CONDUCT - PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
FNCF	STUDENT CONDUCT - ALCOHOL AND DRUG USE
FNCG	STUDENT CONDUCT - WEAPONS
FO	STUDENT CONDUCT - ASSAULTS
FNCI	STUDENT CONDUCT - DISRUPTIONS
FNF	STUDENT RIGHTS AND RESPONSIBILITIES - INTERROGATIONS AND SEARCHES
FNG	STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES
FO	STUDENT Code of Conduct Violation
FOA	STUDENT DISCIPLINE - REMOVAL BY TEACHER
FOB	STUDENT DISCIPLINE - OUT-OF-SCHOOL SUSPENSION
FOC	STUDENT DISCIPLINE - PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING
FOCA	PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING - DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS
FOD	STUDENT DISCIPLINE - EXPULSION
FODA	EXPULSION - JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
FOE	STUDENT DISCIPLINE - EMERGENCY AND ALTERNATIVE PLACEMENT
FOF	STUDENT DISCIPLINE - STUDENTS WITH DISABILITIES
FP	STUDENT FEES, FINES, AND CHARGES

**ACTION AGENDA ITEM**

**BOARD MEETING**

**July 26, 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 years and may be appointed for an additional two-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

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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 July 21, 2022, at 11:00 a.m.”**

*Christian Alvarado*

**Christian Alvarado  
Coordinator  
Board of Education**